

**APPENDIX A  
SAMPLE CONTRACT**

**BY AND BETWEEN  
COUNTY OF LOS ANGELES**



**AND \_\_\_\_\_**

**OLDER AMERICANS ACT (OAA)  
AREA AGENCY ON AGING (AAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM**

**CONTRACT NUMBER: \_\_\_\_\_**

Community and Senior Services (CSS)  
Contracts Management Division (CMD)  
3175 West Sixth Street, Box 24  
Los Angeles, California 90020-1708  
July 2010- June 2014

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM

TABLE OF CONTENTS

<b>RECITALS .....</b>	<b>1</b>
<b>PART I: UNIQUE TERMS AND CONDITIONS .....</b>	<b>2</b>
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS.....	2
2.0 TERM AND TERMINATION .....	6
3.0 CONTRACT SUM .....	6
4.0 INSURANCE REQUIREMENTS .....	9
5.0 INVOICES AND PAYMENTS .....	15
6.0 NOTICES .....	18
7.0 PROPERTY.....	18
8.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS .....	22
9.0 MONITORING .....	22
<b>PART II: STANDARD TERMS AND CONDITIONS .....</b>	<b>23</b>
1.0 ADMINISTRATION OF CONTRACT-COUNTY.....	23
2.0 ADMINISTRATION OF CONTRACT-CONTRACTOR.....	23
3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE .....	25
4.0 AMERICANS WITH DISABILITIES ACT (ADA) .....	26
5.0 ASSIGNMENT AND DELEGATION .....	26
6.0 AUTHORIZATION WARRANTY.....	27
7.0 BUDGET REDUCTIONS.....	27
8.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) .....	27
9.0 CHILD ABUSE/ELDER ABUSE/FRAUD PREVENTION REPORTING .....	28
10.0 CHILD SUPPORT COMPLIANCE PROGRAM .....	28
11.0 COMPLAINTS/GRIEVANCES.....	29
12.0 COMPLETION OF CONTRACT .....	30
13.0 COMPLIANCE WITH APPLICABLE LAWS.....	30
14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	31
15.0 COMPLIANCE WITH JURY SERVICE PROGRAM .....	32
16.0 CONDUCT OF PROGRAM .....	33
17.0 CONFIDENTIALITY .....	34
18.0 CONFLICT OF INTEREST .....	36
19.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	37
20.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST.....	37

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM

TABLE OF CONTENTS

21.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING	37
22.0	CONTRACT MODIFICATIONS/AMENDMENTS.....	41
23.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	42
24.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	44
25.0	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	44
26.0	CONTRACTOR'S WORK.....	44
27.0	COST OF LIVING ADJUSTMENTS .....	45
28.0	COUNTY'S QUALITY ASSURANCE PLAN .....	45
29.0	COVENANT AGAINST FEES .....	46
30.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	46
31.0	DISALLOWED COSTS.....	46
32.0	DISCLOSURE OF INFORMATION .....	47
33.0	EMPLOYEE BENEFITS AND TAXES.....	47
34.0	EMPLOYEE SAFETY.....	47
35.0	EMPLOYEE ELIGIBILITY VERIFICATION.....	48
36.0	FACSIMILE REPRESENTATIONS .....	48
37.0	FAIR LABOR STANDARDS.....	48
38.0	FEDERAL LIMITED ENGLISH PROFICIENCY REQUIREMENT EXECUTIVE ORDER 13166.....	49
39.0	FIXED ASSETS.....	49
40.0	FORCE MAJEURE.....	49
41.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	50
42.0	GOVERNMENT OBSERVATIONS .....	50
43.0	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH).....	50
44.0	INDEMNIFICATION .....	51
45.0	INDEPENDENT CONTRACTOR STATUS .....	51
46.0	JOINT FUNDING REVENUE DISCLOSURE .....	51
47.0	LIMITATION ON CORPORATE ACTS.....	52
48.0	LIQUIDATED DAMAGES/REMEDIES FOR NON-COMPLIANCE .....	52
49.0	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM .....	53
50.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	54

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM

TABLE OF CONTENTS

51.0	MEETINGS.....	54
52.0	MOST FAVORED PUBLIC ENTITY .....	55
53.0	NEPOTISM.....	55
54.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	55
55.0	NON-EXCLUSIVITY .....	56
56.0	NOTICE OF DELAYS.....	57
57.0	NOTICE OF DISPUTES .....	57
58.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	57
59.0	OTHER CONTRACTS.....	57
60.0	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT .....	57
61.0	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION .....	58
62.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	59
63.0	PROBATION .....	59
64.0	PROPRIETY RIGHTS .....	60
65.0	PUBLIC RECORDS ACT .....	61
66.0	RECORDS .....	61
67.0	RECORD RETENTION AND INSPECTION/ AUDIT SETTLEMENT .....	61
68.0	RECYCLED BOND PAPER .....	63
69.0	REMOVAL OF UNSATISFACTORY PERSONNEL .....	63
70.0	RULES AND REGULATIONS .....	63
71.0	SAFELY SURRENDERED BABY LAW.....	64
72.0	SAFETY AND WORKING CONDITIONS.....	64
73.0	SUB-CONTRACTING.....	64
74.0	SUSPENSION OF CONTRACT .....	66
75.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	66
76.0	TERMINATION FOR CONTRACTOR'S DEFAULT .....	67
77.0	TERMINATION FOR CONVENIENCE.....	69
78.0	TERMINATION FOR IMPROPER CONSIDERATION .....	70
79.0	TERMINATION FOR INSOLVENCY .....	70
80.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	71
81.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS ...	71
82.0	TERMINATION FOR PROGRAM OR MODIFICATION .....	72
83.0	TIMELY COMPLETION.....	72
84.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	72

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM

TABLE OF CONTENTS

85.0	USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO ..	73
86.0	USE OF FUNDS.....	73
87.0	VALIDITY .....	73
88.0	WAIVER .....	73
CONTRACT AUTHORIZATION.....		74

**EXHIBIT A: STATEMENT OF WORK**

**EXHIBIT B: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

**EXHIBIT C: PROPOSED PROGRAM SERVICES (PPS)**

Exhibit C – 1 – Proposed Program Services (PPS) Traditional Legal Assistance Program (Title III B) Contract Period 2010-2014 (Fiscal Year 2010-2011)

Exhibit C – 2 – Proposed Program Services (PPS) Traditional Legal Assistance Program (Title III E) Contract Period 2010-2014 (Fiscal Year 2010-2011)

**EXHIBIT D: BUDGET**

Exhibit D - 1 – Budget Traditional Legal Assistance Program (Title III B) Contract Period 2010-2014 (Fiscal Year 2010-2011)

Exhibit D - 2 – Budget Traditional Legal Assistance Program (Title III E) Contract Period 2010-2014 (Fiscal Year 2010-2011)

**EXHIBIT E: ATTACHMENTS**

Attachment I	CONTRACTOR'S Administration
Attachment II	COUNTY'S Administration
Attachment III	Charitable Contributions Certification
Attachment IV	IRS Notice 1015 (Internal Revenue Service)
Attachment V	COUNTY of Los Angeles CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)
Attachment VI	Safely Surrendered Baby Law Fact Sheet

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE (TLA) PROGRAM

TABLE OF CONTENTS

Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment IX	Auditor-Controller Contract Accounting and Administration Handbook
Attachment X	User Complaint Report (UCR)
Attachment XI	Guide for Development of a Cost Allocation Plan
Attachment XII	Joint Revenue Disclosure
Attachment XIII	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)
Attachment XIV	Fixed Assets/Equipment Purchase Requirements
Attachment XV	Inventory Control Form
Attachment XVI	Definitions
Attachment XVII	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment XVIII	California Legal Services Aggregate Report Form (CDA 1022)

**Contract Number** \_\_\_\_\_

**COUNTY OF LOS ANGELES  
OLDER AMERICANS ACT (OAA)  
TRADITIONAL LEGAL ASSISTANCE PROGRAM**

This Contract is made and entered into this \_\_\_\_\_, by and between the COUNTY of Los Angeles hereinafter referred to as "COUNTY" and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, pursuant to the California Government Code Sections 26227 and 31000, COUNTY is permitted to contract for services, and

WHEREAS, pursuant to the provisions of the Older Americans Act (OAA) (Title 42, Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq., the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality Traditional Legal Assistance (TLA) Program Services (hereinafter referred to as the "Services"), and

WHEREAS, the COUNTY has submitted an Area Plan for Aging Programs Services to the State of California (hereinafter referred to as the "State") that has been approved by the State, which contains COUNTY'S plan to provide Program services to the COUNTY'S older and functionally impaired population, and according to which the State is to provide COUNTY with Federal and State General Funds to implement COUNTY'S Area Plan for Aging Programs in accordance with the OAA and OCA and all regulations and directives thereto which are promulgated by the United States Department of Health and Human Services (HHS) and by State; and

WHEREAS, the COUNTY and the State have entered into an Agreement, Contract Number \_\_\_\_\_, to fund the Program activities administered by the COUNTY within its jurisdictional boundaries; and

WHEREAS, pursuant to the provisions of said Agreement, COUNTY has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR shall establish and implement written administrative, management and personnel policies and procedures to govern the

management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on \_\_\_\_\_, the Los Angeles County Board of Supervisors ("Board of Supervisors") authorized the Director of Los Angeles County Community and Senior Services (CSS), or designee, to enter, execute and administer this Traditional Legal Assistance Program Contract;

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits, including any amendments or addendums thereto, hereto constitute the complete and exclusive statement of understanding between the parties, which "supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 22.0, Contract Modifications/Amendments and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, and XVIII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and subsection numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein. In construing the terms of this Contract, the following rules shall apply:
  - A. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Part I, Section 1.6. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Part I, Section 1.6.
  - B. The words, "include," "includes," or "including" whether with initial capitalization or not shall mean, respectively, "include, without

limitation, "or "includes, without limitation," or "including, without limitation."

- C. Any use of the masculine gender shall be construed to include the feminine, and vice versa.
- D. References in this Contract to federal, state, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- E. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of COUNTY, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or COUNTY agency authorized to provide such approval or consent.

- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, Performance Requirements Summary (PRS) Chart, and any amendments or addendums thereto, and the Exhibits and Attachments, including any amendments or addendums thereto, or among Exhibits, and Attachments, including any amendments or addendums thereto, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract and any amendments or addendums thereto, 2) Exhibit A, Statement of Work and any amendments or addendums thereto, 3) Exhibit B, Performance Requirements Summary (PRS) Chart and any amendments or addendums thereto, 4) Exhibit C, Proposed Program Services (PPS) and any amendments or addendums thereto, 5) Exhibit D, Budget, and 6) Exhibit E, the Attachments and any amendments or addendums thereto, according to the following priority:

Attachment I	CONTRACTOR'S Administration
Attachment II	COUNTY'S Administration
Attachment III	Charitable Contributions Certification
Attachment IV	IRS Notice 1015 (Internal Revenue Notice)
Attachment V	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)

Attachment VI	Safely Surrendered Baby Law Fact Sheet
Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment IX	Auditor-Controller Contract Accounting and Administration Handbook
Attachment X	User Complaint Report (UCR)
Attachment XI	Guide for Development of a Cost Allocation Plan
Attachment XII	Joint Revenue Disclosure
Attachment XIII	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)
Attachment XIV	Fixed Assets/Equipment Purchase Requirements
Attachment XV	Inventory Control Form
Attachment XVI	Definitions
Attachment XVII	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment XVIII	California Legal Services Aggregate Report Form (CDA 1022)

1.5 The CONTRACTOR'S Proposal(s) submitted in response to the Traditional Legal Assistance Program Request for Proposals shall be made part of this Contract.

1.6 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the

issuance and performance of this Program, including Exhibit A, Statement of Work, Exhibit C, Proposed Program Services (PPS), and any amendments or addendums thereto, and all other Exhibits and Attachments, including any amendments or addendums thereto.

- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work and Exhibit C, Proposed Program Services, including any amendments or addendums thereto.
- C. "COUNTY'S CSS Contracts Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- D. "COUNTY'S CSS Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract, and the delivery of services.
- E. "Day" or "Days": Business day(s) unless otherwise specified.
- F. "CSS": COUNTY'S Community and Senior Services.
- G. "CSS Director": COUNTY'S Director of its Community and Senior Services.
- H. "Elderly Persons/Older Individual": Shall mean any person age sixty (60) or over.
- I. "Fiscal Year(s)": For the purposes of this Contract, a "Fiscal Year" is the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- J. "Program": The State or Federal grant TLA Program(s) for which CONTRACTOR receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract; the TLA Program.
- K. "Services": For purposes of this Contract, "Services" shall mean TLA Program Services.

- L. "Sub-Contract": A contract by which a third party agrees to provide services or materials necessary to fulfill CONTRACTOR'S original contract obligations.

- 1.7 Further Program definitions are located in Exhibit E, Attachment XVI to this Contract.

## **2.0 TERM AND TERMINATION**

- 2.1 The term of the Contract shall be for four (4) years. The Contract shall commence immediately following approval by the Board of Supervisors and upon execution by the parties and shall continue through June 30, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.2 The Contract is subject to the COUNTY'S right to terminate earlier for convenience, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY'S Child Support Compliance Program, changes in legal requirements regarding the OAA, and changes that eliminate or substantially reduce the COUNTY'S legal requirements for the OAA.
- 2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

## **3.0 CONTRACT SUM**

- 3.1 COUNTY and CONTRACTOR agree that this is a firm-fixed Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the Services set forth in Exhibit A, Statement of Work, Exhibit C, Proposed Program Services, Exhibit D, Budget, and any amendments or addendums thereto. New or updated Exhibit C, Proposed Program Services, Exhibit D, Budget shall be completed and provided to the COUNTY prior to the beginning of each fiscal year.
- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through

assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

- 3.3 The maximum amount, including Title III B and Title III E funding, of this Contract is \$ \_\_\_\_\_ for the four-year period (hereinafter known as the "Maximum Contract Sum"). The total maximum amount is conditioned upon the continuing availability of Federal and State funds. The maximum amount payable under this Contract for each of the Contract years shall not exceed the applicable amount as provided in Part I, Subsection 3.5 of this Contract. This maximum annual amount for Title III B and Title III E funding, is hereinafter known as the "Maximum Annual Contract Sum". Funding allocations following the initial year funding allocation will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.
- 3.4 CONTRACTOR shall not be paid for any Contract expenditures that exceed the Maximum Contract Sum and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Contract Sum. Any expenditure that exceeds the Maximum Contract Sum shall become the fiscal responsibility of CONTRACTOR.
- 3.5 CONTRACTOR shall not exceed the Maximum Annual Contract Sum and shall not roll-over unspent money to the following fiscal year. The Maximum Annual Contract Sum, including Title III B and Title III E funding, for the fiscal year shall be as follows:

Fiscal Year		Title III B		Title III E		Maximum Annual Contract Sum
2010-11	\$		\$		\$	
2011-12	\$		\$		\$	
2012-13	\$		\$		\$	
2013-14	\$		\$		\$	
SUB-TOTAL	\$		\$		\$	
MAXIMUM CONTRACT SUM					\$	

All fiscal year funding amounts (Maximum Annual Contract Sum) are contingent upon the availability and appropriation of funds.

- 3.6 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of Maximum Annual Contract Sum and/or the Maximum Contract Sum under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY in the manner set forth in Part I, Section 6.0, Notices of this Contract.
- 3.7 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as the Budget. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit D, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 22.0, Contract Modifications/Amendments, CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.
- 3.9 Funding for this Program is subject to the availability and authorization of State and/or Federal funding. The Maximum Contract Sum and the Maximum Annual Contract Sums provided in Subsections 3.3 and 3.5 above are subject to such availability and may be amended as a result of changes in said funding.
- 3.10 CONTRACTOR shall provide at least 25% match (contribution) of its total Contract Sum/expenditures in accordance with the provisions of the Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides a maximum of 75% of the CONTRACTOR'S total funding for Program Costs and CONTRACTOR must match, at a minimum, 25% of its costs with other resources. The matching share may be cash or in-kind contribution or a combination thereof. The criteria for establishing the value of non-cash items is the Fair Market Value. Volunteer's services

may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 25% CONTRACTOR match.

3.10.1 In-kind contributions are property or services provided which benefit the Program and which are contributed by non-federal entities without charge to the CONTRACTOR.

- 3.11 The maximum reimbursement amount allowable for indirect costs is 8% of CONTRACTOR'S Maximum Annual Contract Sum. If CONTRACTOR requests reimbursement for indirect costs, CONTRACTOR shall retain on file an approved indirect cost rate or a cost allocation plan documenting the methodology used to determine the indirect costs. Indirect costs exceeding the 8% maximum may not be charged to the Contract; however, such costs may be budgeted as a match and used to meet the minimum matching requirements specified in Part I, Section 3.10.

## **4.0 INSURANCE REQUIREMENTS**

### **4.1 General Provisions For All Insurance Coverage**

Without limiting CONTRACTOR'S indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

#### **4.1.1 Evidence of Coverage and Notice to COUNTY:**

- 4.1.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR'S General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- 4.1.1.2 Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR'S policy

expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

4.1.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

4.1.1.4 Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

4.1.1.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Community and Senior Services,  
Contracts Management Division  
3175 West Sixth Street, Box 24  
Los Angeles, CA 90020-1708  
Attention: Carol Domingo,  
Contracts Management Manager

4.1.1.6 CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies, or securities entrusted to CONTRACTOR. Such report shall be made in writing within twenty-four (24) hours or the next business day.

CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

#### **4.1.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional Insured status under CONTRACTOR'S General Liability policy with respect to liability arising out of CONTRACTOR'S ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional Insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR'S acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection shall also apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY'S minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **4.1.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, CONTRACTOR'S insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

#### **4.1.4 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

#### **4.1.5 Failure to Maintain Coverage**

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or

terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

#### **4.1.6 CONTRACTOR'S Insurance Shall Be Primary**

CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

#### **4.1.7 Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **4.1.8 Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR'S own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY'S prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **4.1.9 Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR'S policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **4.1.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **4.1.11 Application of Excess Liability Coverage**

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **4.1.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **4.1.13 Alternative Risk Financing Programs**

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **4.1.14 COUNTY Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY'S determination of changes in risk exposures.

### **4.2 Insurance Coverage**

**4.2.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**4.2.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**4.2.3 Workers' Compensation and Employer's Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **4.2.4. Unique Insurance Coverage**

##### **4.2.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### **4.2.4.2 Professional Liability/Errors and Omissions**

Required for all CONTRACTORs of medical, legal, and case management services, and as otherwise determined applicable by COUNTY. Insurance covering

CONTRACTOR'S liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate (for medical and legal Contractors a minimum of \$3 million aggregate is required). Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

#### **4.2.4.3 Property Coverage**

CONTRACTORS given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR'S insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

### **5.0 INVOICES AND PAYMENTS**

- 5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in: 1) Exhibit A, Statement of Work, 2) Exhibit C, Proposed Program Services, and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, Proposed Program Services, Exhibit D, Budget, and any amendments or addendums thereto. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.
- 5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit C, Proposed Program Services, Exhibit D, Budget, and any amendments or addendums thereto.
- 5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Statement of Work, Exhibit C, Proposed Program Services, and any amendments or addendums thereto, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.4 CONTRACTOR shall submit monthly invoices for services provided, including the final invoice, no later than the 10<sup>th</sup> calendar day of the month following the month in which services were provided (i.e., all services provided during the month of October shall be invoiced/reported by November 10<sup>th</sup> for reimbursement). In the event that the 10<sup>th</sup> calendar day falls on a Saturday, Sunday or COUNTY holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty (30) days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract.
- 5.5 All invoices under this Contract shall be submitted electronically (unless CONTRACTOR is otherwise directed, in writing, by the CSS Contracts Accounting Unit to submit manually prepared invoices) using the AAA-approved automated Information Technology System. CONTRACTOR is required to have a compatible microcomputer system, a dedicated phone line and to maintain such equipment and system in accordance with the configuration required by COUNTY. CONTRACTOR is responsible for its own computerized direct data entry of required monthly data transmissions via modem to the central database system.
- 5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY'S CSS Contracts Management Manager or authorized designee prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.
- 5.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars and applicable provisions of the Code of Federal Regulations. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 45 Code of Federal Regulations (CFR) Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and applicable Cost Principles of the Federal Office of Management and Budget (OMB) Circulars, which may include, but is not limited to, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts

with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of these Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.
- 5.10 Failure to submit required and/or requested documents may result in suspension of payments.
- 5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be used at COUNTY'S election to offset future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Annual Contract Sum or the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Annual Contract Sum for each fiscal year and CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum for the entire term of this Contract. CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Annual Contract Sum or Maximum Contract Sum.
- 5.13 CONTRACTOR shall provide at least 25% match (contribution) of its total Contract Sum/expenditures in accordance with the provisions of the

Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides 75% of the CONTRACTOR'S total funding for Program Costs and CONTRACTOR must match, at a minimum, 25% of its costs with other resources. The matching share may be cash or in-kind contribution or a combination thereof. The criteria for establishing the value on non-cash items is the Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 25% CONTRACTOR match.

5.13.1 In-kind contributions are property or services provided which benefit the Program and which are contributed by non-federal entities without charge to the CONTRACTOR.

5.13.2 CONTRACTOR shall report CONTRACTOR'S match, as outlined in Part I, Subsection 3.10 and this Section, including all in-kind contributions, on the monthly invoice and will be required to comply with any additional reporting requirements specified by the COUNTY.

## **6.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, Attachment I, CONTRACTOR'S Administration and Exhibit E, Attachment II, COUNTY'S Administration. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The CSS Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

## **7.0 PROPERTY**

7.1 Unless otherwise provided for in this Section 7.0, Property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, equipment, and may include land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. Property does not include consumable office supplies such as paper, pencils, printer cartridges, file folders, etc.

7.2 Property meeting all of the following criteria is considered capitalized and subject to the requirements specified in Part II, Section 21.0 Contract Accounting and Financial Reporting and Section 39.0 Fixed Assets. Property will be considered capitalized if it:

- 7.2.1 Has a normal useful life of at least one (1) year;
  - 7.2.2 Has a unit acquisition cost of at least One Thousand Dollars (\$1,000). An acquisition cost means the net unit price of the item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purposes for which it was acquired;
  - 7.2.3 Will be used to conduct business under this Contract; and
  - 7.2.4 Is property, plant or equipment, which may include land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc.
- 7.3 As used in this Contract, the term "fixed assets" shall refer only to capitalized property.
- 7.4 Non-capitalized property are those items which do not meet all four (4) requirements in Subsection 7.2 above.
- 7.5 Additions, attachments, accessories, improvements, and betterments to assets meeting all of the conditions in Subsection 7.2 above are considered capitalized. Additions typically involve physical extensions of existing units which are necessary to make it usable for the purpose for which it was acquired. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems. CONTRACTOR shall not purchase or commence construction without specific approval by the CSS Director or authorized designee as stated in Section 21.3.7, Capital Improvements.
- 7.6 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- 7.7 CONTRACTOR shall record the following information when property, whether capitalized or non-capitalized, is acquired:

- 7.7.1 Date acquired;
  - 7.7.2 Property description (include model number);
  - 7.7.3 Property identification number (serial number);
  - 7.7.4 Cost or other basis of valuation;
  - 7.7.5 Fund source; and
  - 7.7.6 Rate of depreciation (or depreciation schedule), if applicable.
- 7.8 CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. CONTRACTOR shall submit to COUNTY, upon request and annually with the Closeout Report, a current inventory of fixed assets furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of fixed assets furnished or purchased by the Sub-Contractor with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall reference Exhibit E, Attachment XIV, Fixed Assets/Equipment Purchase Requirements document and use Exhibit E, Attachment XV, Inventory Control Form to report fixed assets to the COUNTY.
- 7.9 Prior to disposal of any property (capitalized or non-capitalized) purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit E, Attachment XIV, Fixed Assets/Equipment Purchase Requirements to dispose of property.
- 7.10 CONTRACTOR shall immediately report the loss, destruction, or theft of property (capitalized or non-capitalized) purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020-1708.

- 7.11 COUNTY reserves title to all grant-purchased property (capitalized or non-capitalized) not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.
- 7.12 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property (capitalized or non-capitalized) purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the Program, and shall assume responsibility for replacement or repair of such property (capitalized or non-capitalized) during the period of the Program, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property (capitalized or non-capitalized).
- 7.13 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property (capitalized or non-capitalized) inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property (capitalized or non-capitalized) to another entity, including but not limited to the COUNTY or the State.
- 7.14 To exercise the right referenced in Subsection 7.13 above, no later than 140 days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 7.15 CONTRACTOR shall use property (capitalized or non-capitalized) purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
- 7.15.1 Another program providing the same or similar service; or
- 7.15.2 State/Federally-funded program.
- 7.16 CONTRACTOR may share use of the property (capitalized or non-capitalized) or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 7.17 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

- 7.18 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 7.19 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only. All drivers of these vehicles must have current and adequate insurance and an appropriate California driver's license.
- 7.20 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, Contract period.
- 7.21 All property purchased with program funds requires prior written permission from the State and the CSS Director or designee and may be depreciated, tagged and tracked as property of the Los Angeles County Area Agency on Aging (AAA) Programs.

## **8.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS**

CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any implementing regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all Sub-Contractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

## **9.0 MONITORING**

COUNTY will monitor CONTRACTOR services under this Contract on a regular basis and may conduct unannounced site visits to ensure contract compliance. Results of the monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing CONTRACTOR employees and program participants and entering any premises or any site in which any of the program services or activities funded are being conducted, or in which any records of CONTRACTOR are kept. All information will be maintained in a confidential manner in accordance with any and all Federal, State and Local laws.

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration information referenced in the following subsections is designated in Exhibit E, Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

- 1.1 COUNTY'S CSS Contracts Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of CMM include:

- 1.1.1 Meeting with CONTRACTOR'S Project Director on a regular basis;
- 1.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- 1.1.3 Ensuring that the objectives of this Contract are met;
- 1.1.4 Making changes in the terms and conditions of this Contract in accordance with Part II, Section 22.0 Contract Modifications/Amendments; and
- 1.1.5 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- 1.1.6 CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY.

- 1.2 COUNTY'S CSS Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract and the delivery of Services.

### **2.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **2.1 CONTRACTOR'S Project Director**

- 2.1.1 CONTRACTOR'S Project Director is designated in CONTRACTOR'S Administration, Exhibit E, Attachment I.

CONTRACTOR shall notify COUNTY in writing of any change in the name or contact information, including address, telephone number, and e-mail address, of CONTRACTOR'S Project Director.

- 2.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with CMM and CCM on a regular basis.

## **2.2 CONTRACTOR'S Staff Identification**

- 2.2.1 CONTRACTOR shall provide, at CONTRACTOR'S expense, all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 2.2.2 CONTRACTOR shall notify COUNTY within a period not to exceed one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible for retrieving and immediately destroying the staff's photo identification badge at the time of removal from the COUNTY Contract.
- 2.2.3 If COUNTY requests the removal of CONTRACTOR'S staff from working on this Contract, CONTRACTOR is responsible for retrieving and immediately destroying CONTRACTOR staff's Program photo identification badge at the time of removal from working on this Contract.

## **2.3 Background and Security Investigations**

- 2.3.1 At any time prior to or during the term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

- 2.3.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.
- 2.3.3 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 2.3.4 COUNTY may immediately, at the sole discretion of COUNTY, deny or terminate facility access to CONTRACTOR'S staff whose background or whose conduct is incompatible with COUNTY facility access and/or does not pass such investigation(s) to the satisfaction of the COUNTY
- 2.3.5 CONTRACTOR and employees of the CONTRACTOR including all current and prospective employees, independent contractors, volunteers or Sub-Contractors who may come in contact with people in the course of their work, volunteer activity or performance of the sub-contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to Community and Senior Services (CSS). CONTRACTOR shall inform all persons occupying any of the positions listed above of said obligation. CONTRACTOR shall maintain such records for criminal convictions and/or pending criminal trials in the file of each such person.
- 2.3.6 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Sub-Contractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 2.3.7 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 2.3, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a

determination is issued in writing by CSS Director or authorized designee that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

#### **4.0 AMERICANS WITH DISABILITIES ACT (ADA)**

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR'S program.

#### **5.0 ASSIGNMENT AND DELEGATION**

- 5.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 5.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 5.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S expressed prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **6.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

## **7.0 BUDGET REDUCTIONS**

In the event that COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **8.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45C.F.R. part 76)**

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its Sub-Contractors, at any tier, or any owner, officer, partner, director or other principal of any Sub-Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its Sub-Contractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

## **9.0 CHILD ABUSE/ELDER ABUSE/FRAUD PREVENTION REPORTING**

- 9.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code (PC) Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **10.0 CHILD SUPPORT COMPLIANCE PROGRAM**

### **10.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program**

- 10.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 10.1.2 As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support,

pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

**10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 10.1, "CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Section 76.0, Termination for Contractor's Default and pursue debarment of CONTRACTOR, pursuant to Los Angeles County Code Chapter 2.202.

**11.0 COMPLAINTS/GRIEVANCES**

**11.1 General Compliant/Grievance Procedures:** Within fifteen (15) business days after the Contract has been executed by the COUNTY and CONTRACTOR, CONTRACTOR shall develop, maintain and submit written procedures to County for receiving, investigating and resolving grievances filed by the Client. The CONTRACTOR'S written procedures shall include, but are not limited to:

- 11.1.1 an opportunity for the Client to discuss the grievance informally with a designated management level CONTRACTOR employee not directly involved in the grievance within fifteen (15) business days of the grievance being filed;
- 11.1.2 a written decision regarding the grievance to be mailed to the Client and the COUNTY within ten (10) business days of the meeting;
- 11.1.3 an opportunity for the Client to present the grievance to the COUNTY'S CSS Contracts Management Manager, for review, within fifteen (15) business days of the informal discussion with the CONTRACTOR if the grievance is not resolved;
- 11.1.3 an opportunity for the COUNTY to consider the grievance, and at the COUNTY'S sole discretion, consult with designated program staff of the California Department of Aging (CDA), if the grievance is not resolved; and

11.1.4 the opportunity for the COUNTY to provide a final, irrevocable written decision regarding the grievance to be mailed to the Client and CONTRACTOR.

11.2 COUNTY shall review and provide CONTRACTOR with an approval or correction(s) to the submitted Grievance Procedures.

11.2.1 If, at any time, CONTRACTOR wishes to change their grievance procedures, CONTRACTOR shall submit changes to COUNTY for approval before implementation.

11.2.2 If COUNTY requests changes in CONTRACTOR'S grievance procedures CONTRACTOR shall make such changes and resubmit the revised procedures to COUNTY within five (5) business days.

## **12.0 COMPLETION OF CONTRACT**

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period if notified by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR'S current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of this Contract. If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold fifty percent (50%) to one-hundred percent (100%) of the last two (2) months' payments owed CONTRACTOR. If the Contract is terminated for convenience, CONTRACTOR shall adhere to transition plan requirements outlined in Part II, Section 77.0 of this Contract.

## **13.0 COMPLIANCE WITH APPLICABLE LAWS**

13.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

13.2 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S

indemnification obligations under this Section 13.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

- 13.3 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR'S procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

- 13.4 Failure by CONTRACTOR to comply with such laws and regulations shall be material breach of this Contract and may result in termination of this Contract.

#### **14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied

the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit E, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

## **15.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit E, Attachment V, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program), Los Angeles County Code 2.203, and incorporated by reference into and made a part of this Contract.

### **15.1 Written Employee Jury Service Policy**

15.1.1 Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

15.1.2 The COUNTY'S Jury Service Program applies to CONTRACTOR, Sub-Contractors, and any person, partnership, corporation or other entity which has a contract with COUNTY or a sub-contract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one (1) or more County contracts or sub-contracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR, Sub-Contractor, or any other person or agency as described above. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as

determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Sub-Contractor to perform Services for COUNTY under this Contract, the Sub-Contractor shall also be subject to the provisions of this Section. The provisions of this Subsection shall be inserted into any such sub-contract and a copy of the Jury Service Program shall be attached to the agreement.

15.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

15.1.4 CONTRACTOR'S violation of this Section may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **16.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the AAA, Los Angeles County,

State, and Federal governments and all applicable provisions of the AAA, COUNTY, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **17.0 CONFIDENTIALITY**

- 17.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 17.2 CONTRACTOR shall maintain the confidentiality of any information regarding Program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to Program monitoring of the performance, operation or evaluation of this Contract. Such information may be divulged to Federal, State, and COUNTY governmental authorities to the extent necessary for the proper monitoring and administration of the Program.
- 17.3 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY'S approval.
- 17.4 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including without limitation, defense costs and legal, accounting and other expert consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-Contractors, to comply with this Section 17.0, as determined by the COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Section 17.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the

preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide the COUNTY with full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

- 17.5 Data (information) received from Federal, State or local departments/agencies are confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a Federal, State, or local agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with access to Federal, State or local information on the confidentiality of this information, the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. A method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved Federal, State or local department/agency. In no event shall said information be disclosed to any individual outside of authorized CONTRACTOR staff, and/or its employees, including volunteers.
- 17.6 CONTRACTOR shall inform all of its officers, employees' agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
- 17.7 CONTRACTOR shall sign and adhere to Exhibit E, Attachment VIII, CONTRACTOR Acknowledgement and Confidentiality Agreement. CONTRACTOR assumes sole responsibility for its employees and non-employees and the maintenance of Confidentiality as provided in this Contract and its attachments.

- 17.8 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 17.9 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Sub-Contractor involved in the relationship) containing CONTRACTOR'S or COUNTY'S confidential information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 17.10 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and California Department of Social Services Manual of Policies and Procedures (MPP) Division 19.

## **18.0 CONFLICT OF INTEREST**

- 18.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.
- 18.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

**19.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

19.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

19.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**20.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON-RE-EMPLOYMENT LIST**

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Contract.

**21.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

21.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the requirements for Contract Accounting as described in Exhibit E Attachment IX, Auditor-Controller Contract Accounting and Administration Handbook.

21.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals, which are not properly supported, may be disallowed upon audit.

21.3 CONTRACTOR shall submit the following reports for the Program(s) to COUNTY:

### **21.3.1 Fiscal Reporting**

- 21.3.1.1 Monthly Fiscal Reports are due by the tenth (10<sup>th</sup>) calendar day of the month, following the month covered in the report.
- 21.3.1.2 Closeout Report: Two (2) copies of a Closeout Report, to be submitted in the form and manner designated by COUNTY'S CSS Contracts Management Manager, including the reporting of expenses and accruals through the last day of the fiscal year. The COUNTY will announce to CONTRACTOR the deadline for submission of the Closeout Report.
- 21.3.1.3 If the Contract is terminated or cancelled prior to June 30<sup>th</sup>, the Closeout Report shall be for that contract period which ends on the termination or cancellation date. Two (2) copies of such report shall be submitted after the termination/cancellation date to COUNTY'S Program Accounting Division and within the timeframe designated by COUNTY'S CSS Contracts Management Manager.

### **21.3.2 Program Reporting**

CONTRACTOR'S monthly, quarterly and annual reports will be completed as required pursuant to Area Agency on Aging Directive/Policy.

### **21.3.3 Program Income**

Revenue generated by CONTRACTOR (or Sub-Contractor) from Contract activities, which has been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income as defined in OMB Circulars and Federal Regulations pertaining to Program Income, including without limitation 45 CFR §74.24 and 45 CFR §74.25, and OMB Circulars A-102 and A-110. CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the AAA program(s), including submission of the following:

- 21.3.3.1 A Program Income Statement Report generated by CONTRACTOR on Contract revenues versus expenditures shall be submitted in the form and

manner designated by COUNTY'S CSS Contracts Management Manager, with a deadline to be announced for the Program. The Program Income Statement Report shall be submitted to the CSS Finance Management Division with the Closeout Report. The purpose of this Report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income requires prior COUNTY approval.

- 21.3.3.2 If CONTRACTOR'S Program Income Statement Report identifies Program Income, a Plan for Disposition of Program Income (Plan), in the form and manner designated by COUNTY'S CSS Contracts Management Manager, must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Program Income Statement Report is due.
- 21.3.3.3 Program Income must be spent on line items identified in the Plan by CONTRACTOR. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Program Income Statement Report is amended.
- 21.3.3.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY in the form and manner designated by COUNTY'S CSS Contracts Management Manager.
- 21.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY, in its sole discretion shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

#### **21.3.4 Cost Allocation Plan for Cost Reimbursement Activities:**

A Cost Allocation Plan must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the Cost Allocation Plan will be supported by

formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

#### **21.3.5 Property/Capital Expenditures:**

All property purchased with program funds requires prior written permission from the State and the CSS Director or designee and may be depreciated, tagged and tracked as property of the Los Angeles County Area Agency on Aging (AAA) Programs.

#### **21.3.6 Non-expendable Property:**

- 21.3.6.1 CONTRACTOR shall maintain a record for each item of non-expendable property acquired for this program(s) with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of property.
- 21.3.6.2 Any utilization of funds derived from the sale or disposition of non-expendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.
- 21.3.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said non-expendable property acquired for this Program(s). Said disposition may include but is not limited to, COUNTY taking possession of said non-expendable property.

#### **21.3.7 Capital Improvements:**

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or

facility, or as specified in Part I, Section 7.5, unless specifically approved in writing by the CSS Director or authorized designee prior to purchase or commencing construction.

## **22.0 CONTRACT MODIFICATIONS/AMENDMENTS**

- 22.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by County, State, or Federal law or regulations, State law or policy, and/or County policy. COUNTY shall give CONTRACTOR ten (10) days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.
- 22.2 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the Maximum Annual Contract Sum per fiscal year. All such modifications must be in writing and mutually agreed upon by COUNTY'S CSS Contracts Management Manager or designee and CONTRACTOR and must be in the best interest of COUNTY.
- 22.3 For any revision that materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the Los Angeles County Board of Supervisors and the CONTRACTOR.
- 22.4 The Los Angeles County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by CSS.
- 22.5 CONTRACTOR requests for modifications, either budgetary or programmatic, must be submitted in writing to COUNTY. Modification requests will not be accepted during the first two (2) months and the last month of the Contract term (except where a written waiver is requested by CONTRACTOR and granted by COUNTY). Modification requests shall not be submitted to COUNTY more than once in each quarter.

- 22.6 For any change, which does not affect the scope of work or any other term or condition under this Contract, the COUNTY reserves the right to initiate a change notice which shall be prepared and signed by the CMM and the CONTRACTOR Project Director.

### **23.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 23.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is COUNTY'S policy to conduct business only with responsible Contractors.
- 23.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 23.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 23.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 23.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred,

and if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 23.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 23.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- 23.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 23.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

23.9 These terms shall also apply to Sub-Contractors of COUNTY CONTRACTORS.

#### **24.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit E, Attachment III, COUNTY seeks to ensure that all COUNTY Contractors, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. If CONTRACTOR receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either contract termination or debarment proceedings or both (Los Angeles County Code Chapter 2.202).

#### **25.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 25.1 CONTRACTOR acknowledges that COUNTY has established a goal that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 25.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

#### **26.0 CONTRACTOR'S WORK**

- 26.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth herein, including Exhibit A, Statement of Work, Exhibit B, Performance Requirement Summary (PRS) Chart, Exhibit C, Proposed Program Services, and any amendments or addendums thereto.
- 26.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.
- 26.3 Failure to submit required or requested documents may result in suspension of payments.

- 26.4 If CONTRACTOR fails to meet the Contract requirements as specified in Exhibit B, Performance Requirements Summary (PRS) Chart hereunder, COUNTY may take actions specified in the PRS Chart for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action, when appropriate, to cure Contract discrepancies within the time frame provided by COUNTY may result in COUNTY applying the provision of Section 76.0, Termination for CONTRACTOR'S Default. This Section, 26.0 shall not in any manner restrict or limit COUNTY'S other remedies under this Contract.
- 26.5 The performance of CONTRACTOR will be evaluated during each fiscal year. If CONTRACTOR fails to provide 95% of the Services required under this Contract (Exhibit C, Proposed Program Services), funds may be reduced and reallocated to other TLA Program agencies providing Services who are performing at a higher level and qualify for grant increases. Additionally, the COUNTY, at its sole discretion, may reduce the CONTRACTOR'S annual grant for the following fiscal year to more accurately reflect the CONTRACTOR'S level of service.

## **27.0 COST OF LIVING ADJUSTMENTS**

The CONTRACTOR'S rates shall remain firm and fixed for the term of the Contract. The Contract (hourly, daily, monthly, etc.) amount may be adjusted at the COUNTY'S sole discretion, annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area at the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no Cost of Living Adjustment will be granted. Where the COUNTY decides to grant a Cost of Living Adjustment (COLA) pursuant to this Section for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the CONTRACTOR can show that his/her labor cost will actually increase.

## **28.0 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and conditions

and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **29.0 COVENANTS AGAINST FEES**

- 29.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.
- 29.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **30.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 30.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 30.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

## **31.0 DISALLOWED COSTS**

CONTRACTOR agrees to be bound by applicable Federal, State, County and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

## **32.0 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 32.1 CONTRACTOR shall develop all publicity material in a professional manner; and
- 32.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and Sub-Contractors shall not publish or disseminate commercial advertisements, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CSS Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.
- 32.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section shall apply.

## **33.0 EMPLOYEE BENEFITS AND TAXES**

- 33.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 33.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

## **34.0 EMPLOYEE SAFETY**

CONTRACTOR shall ensure that the CONTRACTOR'S employees:

- 34.1 Are covered by an effective Injury and Illness Prevention Program; and
- 34.2 Receive all required general and specific training on Employee Safety.

### **35.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 35.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 35.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **36.0 FACSIMILE REPRESENTATIONS**

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Section 22.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **37.0 FAIR LABOR STANDARDS**

CONTRACTOR shall comply with all State fair labor laws and regulations as well as all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

### **38.0 FEDERAL LIMITED ENGLISH PROFICIENCY REQUIREMENT – EXECUTIVE ORDER 13166**

CONTRACTOR must provide Services to Clients with limited or no English speaking capabilities in the primary/native language of the Client. This shall be done using bilingual staff or a translator. The most common non-English primary/native languages of the Program are Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese. CONTRACTOR shall make efforts to employ staff and volunteers who are bilingual in these languages. At no time shall any Client be required to provide his/her own translator.

### **39.0 FIXED ASSETS**

Unless State or Federal law provides otherwise, title to all fixed assets purchased with County funds designated by COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment with an acquisition cost of One Thousand Dollars (\$1,000) or more, with a useful life of more than one (1) year - see Part I, Section 7.0 Property and Exhibit E, Attachment XIV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by CONTRACTOR, who shall complete an Inventory Control Form, Exhibit E, Attachment XV, during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY at any time upon COUNTY'S written request. Conditioned upon compliance with all applicable laws, CONTRACTOR shall have the option upon the expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Exhibit E, Attachment XIV, Fixed Assets/Equipment Purchase Requirements.

### **40.0 FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR'S Sub-Contractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate the Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated. A default by a Sub-Contractor shall not constitute a force

majeure event unless such default arose out of causes beyond the control of both CONTRACTOR and Sub-Contractor and without any fault or negligence by either CONTRACTOR or Sub-Contractor. In such cases, CONTRACTOR shall not be liable for failure to perform unless the goods and services to be provided by the Sub-Contractor were obtainable from other sources in the time allowed CONTRACTOR to meet the required performance schedule.

40.1 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### **41.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which, CONTRACTOR agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in Superior Court for the County of Los Angeles.

#### **42.0 GOVERNMENT OBSERVATIONS**

CONTRACTOR shall permit Federal, State, COUNTY and/or COUNTY approved and authorized academic research personnel in addition to CSS contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

#### **43.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or create Protected Health Information as defined in Exhibit E, Attachment XIII, in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit E, Attachment XIII, CONTRACTOR'S Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act of 1996

(HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

#### **44.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

#### **45.0 INDEPENDENT CONTRACTOR STATUS**

45.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

45.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

45.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

44.4 CONTRACTOR shall adhere to all provisions stated in Section 17.0, Confidentiality.

#### **46.0 JOINT FUNDING REVENUE DISCLOSURE**

By its execution of this Contract, CONTRACTOR certifies, as set forth in Exhibit E, Attachment XII, Joint Revenue Disclosure, unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County

sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

#### **47.0 LIMITATION ON CORPORATE ACTS**

CONTRACTOR shall not amend its Articles of Incorporation or By-laws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR'S corporate name.

#### **48.0 LIQUIDATED DAMAGES/REMEDIES FOR NON-COMPLIANCE**

48.1 If, in the judgment of the CSS Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the CSS Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold an entire monthly payment or deduct a pro rata share from the CONTRACTOR'S total Maximum Annual Contract Sum, dependent on the severity of the deficiency, the length of time work is not performed, and/or the difficulty of obtaining replacement services, if needed as required under Exhibit A, Statement of Work, Exhibit B, PRS Chart, Exhibit C, Proposed Program Services, and any amendments or addendums thereto. A description of the work not performed, the cost of obtaining replacement services, if needed, and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the CSS Director, or designee, in a written notice describing the reasons for said action.

48.2 If the CSS Director, or designee, determines that there are deficiencies in the performance of this Contract that the CSS Director deems are correctable by the CONTRACTOR over a certain time span, the CSS Director will provide a written notice to the CONTRACTOR to correct the deficiency(ies) within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the CSS Director may:

48.2.1 Deduct for liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be calculated as provided in Subsection 48.1, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount

shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

48.2.2 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

48.3 The action noted in this Section 48.0 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

48.4 This Section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in this Contract, including the PRS Chart or this Section 48.0, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

#### **49.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

49.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

49.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

49.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

49.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- 49.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;
  - 49.4.2 In addition to the amount described in Subsection 49.4.1 be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and
  - 49.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 49.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Older Adult Advisory Commission (OAAC) of this information prior to responding to a solicitation or accepting a contract award.
- 49.6 Certified Local Small Business Enterprises will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a contract award, all potential CONTRACTORS must register in COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY'S home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db').

## **51.0 MEETINGS**

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given advance notice of all scheduled meetings with CSS staff. Failure to attend mandated meetings shall be considered non-compliance with the Contract and may result in further action pursuant to Part II, Section 48.0, Liquidated Damages/Remedies for Non-Compliance, Part II, Section 74.0 Suspension of Contract, and any other applicable Contract provisions.

## **52.0 MOST FAVORED PUBLIC ENTITY**

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

## **53.0 NEPOTISM**

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

## **54.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 54.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 54.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit E, Attachment VII, and CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.
- 54.3 CONTRACTOR shall take affirmative action to ensure that job applicants and employees are treated without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 54.4 CONTRACTOR certifies and agrees that it will deal with its Sub-Contractors, proposers, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.
- 54.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 54.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section when so requested by COUNTY.
- 54.7 If COUNTY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 54.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **55.0 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

## **56.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

## **57.0 NOTICE OF DISPUTES**

CONTRACTOR shall bring to the attention of COUNTY'S CSS Contracts Management Manager and/or authorized designee any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY'S CSS Contracts Management Manager or designee is not able to resolve the dispute, the CSS Director, or designee, shall resolve it.

## **58.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit E, Attachment IV.

## **59.0 OTHER CONTRACTS**

59.1 A copy of any contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these contracts.

59.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

## **60.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

60.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials,

including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.

- 60.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 60.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S CSS Contracts Management Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 60.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 60.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under Subsection 60.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 60.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.
- 60.6 All the rights and obligations of this Section 60.0 shall survive the expiration or termination of this Contract.

## **61.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

- 61.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging

such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

61.2 In the event any equipment, or part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

61.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

61.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

61.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

61.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

## **62.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **63.0 PROBATION**

63.1 CMM may place CONTRACTOR on probationary status when it is determined by CMM, for any program(s) herein, that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Contract goals as specified in Exhibit A, Statement of Work, Exhibit B, PRS Chart; and/or Exhibit C, Proposed Program Services, or (2) is out of compliance with any part of this COUNTY Contract.

63.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a Corrective Action Plan within ten (10) days of the notice from COUNTY of probationary status. CONTRACTOR'S Corrective Action

Plan (CAP) must be approved by CMM. COUNTY reserves the right to suspend/deduct payments or terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable CAP or fails to meet the goals of an approved CAP.

#### **64.0 PROPRIETARY RIGHTS**

- 64.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 64.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 64.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 64.4 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.
- 64.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for

data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

- 64.6 The provisions of this Section shall survive the expiration of termination of this Contract.

## **65.0 PUBLIC RECORDS ACT**

- 65.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section, 67.0 Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 65.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **66.0 RECORDS**

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Part II, Section 67.0, Record, Retention and Inspection/Audit Settlement, herein below and Attachment IX, Auditor-Controller Contract Accounting and Administration Handbook.

## **67.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 67.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles and as otherwise required under this Contract. CONTRACTOR shall also maintain accurate and

complete employment and other records relating to its performance of this Contract.

- 67.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent documents, papers, transaction, activity, or records relating to this Contract. All such material, including but not limited to all financial records, bank statements, cancelled checks or other proof of payment, time-cards and other time and employment records, proprietary data and information, and all other records pertinent to the award and performance of this Contract, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of five (5) years after the expiration of the term of this Contract. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 67.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S CSS Contract Compliance Manager within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 67.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 67.5 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the

sole option of COUNTY'S Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

- 67.6 Single-Audit Requirements: CONTRACTOR shall obtain a Single-Audit Report each fiscal year. CONTRACTOR shall forward to COUNTY its Single-Audited Financial Statements at the end of each fiscal year. The Single-Audited Financial Statements should include, but not be limited to, copies of Single-Audit Reports, Schedule of Federal Awards, copies of auditor's concerns and informal findings, contained in the Summary of Accounting Internal Control Systems, copies of the Auditor's Report on Compliance and if prepared, copies of the Auditors Management Letter within thirty (30) days of issuance of the documents in accordance with OMB Circular A-133.

- 67.6.1 For use in preparation of a Single-Audit, the Catalog of Federal Domestic Assistance (CFDA) Number for Title III B is 93.044 and for Title III E the CFDA number is 93.052. The funding source (Federal Grantor) for the TLA is the U.S. Department of Health and Human Services.

## **68.0 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled bond paper to the maximum extent possible on this Contract.

## **69.0 REMOVAL OF UNSATISFACTORY PERSONNEL**

CONTRACTOR shall have the right to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion to require CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel. Such removal shall occur immediately upon the written or oral request from CSS' Director.

## **70.0 RULES AND REGULATIONS**

During the time that the CONTRACTOR'S employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to any

and all rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

## **71.0 SAFELY SURRENDERED BABY LAW**

### **71.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.**

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used. Information on how to obtain the poster is available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **71.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E, Attachment VI of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **72.0 SAFETY AND WORKING CONDITIONS**

Applicable local, State and Federal health and safety standards shall be observed. CONTRACTOR shall ensure that all Program Clients and CONTRACTOR employees, including Clients and employees in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), are not required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## **73.0 SUB-CONTRACTING**

73.1 The requirements of this Contract may not be sub-contracted by CONTRACTOR **without the advance approval of COUNTY.** CONTRACTOR must receive from the CSS Director, or designee, written

approval before entering into a sub-contract with a Sub-Contractor. Any attempt by CONTRACTOR to sub-contract without the prior consent of COUNTY may be deemed a material breach of this Contract.

73.2 If CONTRACTOR desires to sub-contract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:

73.2.1 A description of the work to be performed by the Sub-Contractor;

73.2.2 A draft copy of the proposed sub-contract; and

73.2.3 Other pertinent information and/or certifications requested by COUNTY.

73.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were CONTRACTOR employees.

73.4 CONTRACTOR shall remain fully responsible for all performance and fiscal monitoring required of it under this Contract, including those that CONTRACTOR has determined to sub-contract with, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed sub-contract.

73.5 COUNTY'S consent to sub-contract shall not waive COUNTY'S right to prior and continuing approval by CMM of any and all personnel, including Sub-Contractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Sub-Contractors of this COUNTY right.

73.6 CONTRACTOR shall obtain the following items (contained in Subsections 73.6.1 through 73.6.2 below) from each Sub-Contractor or Sub-Contractor employee before any Sub-Contractor employee may perform any work under any sub-contract to this Contract. CONTRACTOR shall maintain and make available upon request of CMM, CCM, or their designee all the following documents:

73.6.1 Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Part I, Section 4.0, Insurance Coverage Requirements, of this Contract; and

73.6.2 The Tax Identification Number of the sub-contracting agency to be placed on the signature page of the sub-contract. This Tax

Identification Number shall not be identical to CONTRACTOR'S Tax Identification Number.

- 73.7 After CMM's approval, CONTRACTOR shall provide CMM with copies of all executed sub-contracts.
- 73.8 No sub-contract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 73.9 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 73.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractors, and their officers, employees, and agents, engaged/providing Services hereunder. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractors or their officers, employees, and agents.

#### **74.0 SUSPENSION OF CONTRACT**

COUNTY may, by giving notice, suspend all or part of the Contract for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for Corrective Action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the Corrective Action Plan which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in accordance with this Section may result in termination by COUNTY of all or part of this Contract. Failure by CONTRACTOR to comply with the approved Corrective Action Plan may result in the suspension/deduction of payments, continued suspension, or termination by COUNTY of all or part of this Contract. If CONTRACTOR fails to comply with the approved Plan, COUNTY will send a notice/letter to CONTRACTOR specifying the remedy for non-compliance with the Corrective Action Plan.

#### **75.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with requirements set forth in Part II, Section 25.0, CONTRACTOR'S Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program shall constitute default under this

Contract. Without limiting the rights and remedies available to COUNTY under any other provisions of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

## **76.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

76.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S CSS Contracts Management Manager:

76.1.1 CONTRACTOR has materially breached this Contract;

76.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

76.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

76.2 In the event COUNTY terminates this Contract in whole or in part as provided by Subsection 76.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

76.3 Except with respect to defaults of any Sub-Contractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 40.0 Force Majeure, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a

Sub-Contractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Sub-Contractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection, the terms "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractor(s) at any tier.

- 76.4 If, after COUNTY has given Notice of Termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Subsection, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Part II, Section 77.0, Termination for Convenience.
- 76.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in Section 76.0, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Section 48.0, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.
- 76.5.1 These damages shall not be understood as a penalty and shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 44.0, Indemnification.
- 76.6 The rights and remedies of COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **77.0 TERMINATION FOR CONVENIENCE**

77.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

77.2 If Contract is terminated by COUNTY, upon receipt of Notice of Termination, and except as otherwise directed in writing by County, the CONTRACTOR shall:

77.2.1 Stop work under this Contract on the date and to the extent specified in such Notice;

77.2.2 Complete performances of such part of the work as shall not have been terminated by such Notice; and

77.2.3 CONTRACTOR shall provide to COUNTY a transition plan, a minimum of thirty (30) calendar days prior to termination. CONTRACTOR shall adhere to said transition plan. The transition plan shall at a minimum include the following:

77.2.3.1 Description of how Clients will be notified about the change in their Service provider;

77.2.3.2 A plan to communicate with other organizations that can assist in locating alternative services;

77.2.3.3 A plan to inform community referral sources of the pending termination of services and what alternatives, if any, exist for future referrals;

77.2.3.4 A plan to evaluate Clients in order to assure appropriate placement;

77.2.3.5 A plan to transfer any confidential medical and Client records to a new contractor;

77.2.3.6 A plan to dispose of confidential records in accordance with applicable laws and regulations;

77.2.3.7 A plan for adequate staff to provide continued care through the term of the Contract; and

77.2.3.8 A full inventory and plan to dispose or, transfer, or return to the COUNTY all equipment purchased during the entire term of the Contract.

77.3 All material including books, records, documents, or other evidence bearing all the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section, 67.0 Record Retention and Inspection/Audit Settlement.

## **78.0 TERMINATION FOR IMPROPER CONSIDERATION**

78.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

78.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

78.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **79.0 TERMINATION FOR INSOLVENCY**

79.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

79.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and

whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

79.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

79.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

79.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

79.2 The rights and remedies of the COUNTY provided in this Section 79.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **80.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

80.1 CONTRACTOR and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY'S Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

80.2 CONTRACTOR agrees not to use Contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before Congress.

#### **81.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until the Federal and State governments, and the Board of Supervisors appropriates funds for this Contract in their respective budgets for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **82.0 TERMINATION OF PROGRAM OR MODIFICATION**

In the event the Program is terminated for any reason, COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program(s) be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Contract accordingly. Termination or modification pursuant to this Section shall be effective on the date notice is posted to CONTRACTOR.

## **83.0 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

## **84.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM**

- 84.1 This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 84.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 84.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 84.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall:
  - 84.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY'S costs would have been if the Contract had been properly awarded;

84.4.2 In addition to the amount described in Subsection 84.4.1 be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

84.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

84.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

## **85.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO**

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

## **86.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of Services under this Contract are subject to review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, the State of California, and the Federal government. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

## **87.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **88.0 WAIVER**

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Director of Community and Senior Services and the CONTRACTOR have subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

\_\_\_\_\_  
CONTRACTOR'S Name (Print)

By \_\_\_\_\_

Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title (Print or Type)

By \_\_\_\_\_

Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title (Print or Type)

\_\_\_\_\_  
CONTRACTOR'S Tax ID Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY  
COUNSEL ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

BY \_\_\_\_\_

Janice Kasai, Deputy County Counsel      Date



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
AREA AGENCY ON AGING**

**APPENDIX A  
SAMPLE CONTRACT**

**EXHIBIT A  
STATEMENT OF WORK**

**TRADITIONAL LEGAL ASSISTANCE PROGRAM  
(TITLES III B AND TITLE III E)**

## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**EXHIBIT A**  
**STATEMENT OF WORK**  
**TRADITIONAL LEGAL ASSISTANCE PROGRAM**  
**FY 2010-14**  
**TABLE OF CONTENTS**

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK.....	7
2.0	ELIGIBILITY CRITERIA.....	7
3.0	SPECIFIC TASKS .....	10
4.0	ADDITIONAL REQUIREMENTS .....	14
5.0	CONTRACTOR PERSONNEL .....	17
6.0	MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF .....	21
7.0	LICENSES.....	21
8.0	GREEN INITIATIVE.....	21
9.0	QUALITY ASSURANCE .....	21
10.0	TRAINING .....	22
11.0	COLLABORATIONS.....	22
12.0	PROGRAM PERFORMANCE/REALLOCATION OF FUNDS .....	22
13.0	OUTCOME MEASURES .....	23
14.0	LOCATION OF SERVICE AND HOURS OF OPERATION .....	23
15.0	REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY .....	24
16.0	INFORMATION TECHNOLOGY SYSTEMS (ITS) REQUIREMENTS.....	25
17.0	OTHER PROVISIONS.....	27
18.0	CONTRACTOR MATCHING SHARE.....	30
19.0	METHOD OF COMPENSATION .....	30

**EXHIBIT A**  
**STATEMENT OF WORK**  
**TRADITIONAL LEGAL ASSISTANCE PROGRAM**  
**2010-1014**

**1.0 SCOPE OF WORK**

- 1.1 The scope of work outlines the services required to operate the Traditional Legal Assistance (TLA) Program (Title III, Parts B and E) and the provision of Services to eligible Clients as mandated by the Older Americans Act (OAA) of 1965, as amended, Title III, Parts B and E, as well as all other applicable OAA regulations (42 USCS Sections 3001-3058), Code of Federal Regulations (CCR), Section 7000 *et seq.*, California Department of Aging (CDA) and Community and Senior Services (CSS)/Los Angeles County Area Agency on Aging (AAA) Program Memoranda/Directives. The CONTRACTOR is obligated to provide the services described herein. The COUNTY has established a fixed rate for each unit of service provided by the CONTRACTOR.

The TLA Program provides legal advice and representation from an attorney to Older Individuals (60+) and to unpaid family caregivers. This includes counseling or other appropriate legal assistance provided by a licensed attorney, paralegal or law student under the direct supervision of a licensed attorney.

**2.0 ELIGIBILITY CRITERIA**

- 2.1 The U.S. Department of Health and Human Services Administration on Aging determines the criteria for TLA eligibility. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The guidelines may be enhanced based on Federal, California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, CONTRACTOR shall only provide TLA Program services to eligible individuals.
- 2.2 Within the TLA Program there are two (2) eligible Client categories. As defined in Title III, Part A, Sections 302(3) and 372(b) of the OAA, individuals are eligible to be Clients and receive TLA when they meet one of the following criteria.
- 2.2.1 Senior Client: An Older Individual (a person who is sixty (60) years of age or older (Title III B)); or

2.2.2 Caregiver Clients (Title III E): Under Caregiver Clients there are two (2) eligible Client subcategories - Family Caregiver Clients and Grandparent/Relative Caregiver Clients. Individuals are considered Caregiver Clients and are eligible for Services as Family Caregivers or Grandparent/Relative Caregivers if they meet all the respective requirements stated below.

2.2.2.1 Family Caregiver Clients: An adult (18 years of age or older) family member or another individual who is an informal (i.e., unpaid) provider of in-home or community care to an Older Individual (60 years of age or older) or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

2.2.2.1.1 In order to receive TLA Program Services, a Family Caregiver Client must provide care to a Care Receiver. In order to be considered a Care Receiver for the purposes of this Contract, either the definition of "frail" in OAA Section 102 (22) must be satisfied, or the Care Receiver (of any age) must have Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

2.2.2.1.1.1 "Frail" is defined as an Older Individual who is determined to be functionally impaired because the individual either:

- Is unable to perform at least two Activities of Daily Living (ADLs), which may include bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
- Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious

health or safety hazard to the individual or to others.

**2.2.2.2 Grandparent/Relative Caregiver:** For the purposes of this program, Grandparent or a Relative Caregiver is defined as a grandparent or step-grandparent of a Child (an individual who is not more than 18 years of age or an individual (of any age) with a disability, (Title III, Part E, Section 372(a) (1) of the OAA)), or a relative of a Child by blood, marriage, adoption, or other legal relationship, who is 55 years of age or older, and who meets the following additional criteria stated in Title III, Part E, Section 372 (a) (2) of the OAA:

**2.2.2.2.1** Lives with a Child (but not the older adult parent of the Child);

**2.2.2.2.2** Is the primary caregiver of the Child, because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the Child; and

**2.2.2.2.3** Has a legal relationship with the Child, such as legal custody or guardianship, or is raising the Child informally.

**2.3 PRIORITY:** In providing TLA Services to Caregiver Clients, CONTRACTOR shall give priority to the following:

**2.3.1** To Caregivers, who are Older Individuals, with greatest social need, i.e., rural, isolated, and with greatest economic need (with particular attention to low-income) [Title III, Part E; Section 373 (c) (2) (A) of the OAA].

**2.3.2** Caregiver Clients who care for individuals (of any age) with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

**2.3.3** To Grandparent/Relative Caregivers who are Older Individuals that are caregivers of a Child, and priority shall be given to those caring for children with Severe Disabilities. [Title III, Part E; Section 372 (b) (2) of the OAA];

**2.3.3.1 Severe Disability:** For purposes of this Program, "Severe Disability", pursuant to OAA Title I, Section 102 (48) of the OAA, is a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical

impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

- Self-care,
- Receptive and expressive language,
- Learning,
- Mobility,
- Self-direction,
- Capacity for Independent Living,
- Economic self-sufficiency.

2.3.4 To Family Caregivers who are Older Individuals providing care to individuals with Severe Disabilities [Title III, Part E; Section 373 (c) (2) B of the OAA].

2.4 Services for Grandparent/Relative Caregiver Clients shall not exceed 10% of CONTRACTOR'S Title III E Maximum Annual Contract Sum per fiscal year.

### **3.0. SPECIFIC TASKS**

3.1. Guidelines and General Requirements:

The following guidelines include the definitions and standards for the provision of Services that are required by the TLA Program. The unit of service is defined as the benefit provided to the Client that meets the program guidelines. The Unit of Measurement is the quantitative representation of the service/benefit provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The unit rate is the amount that is reimbursable by the Program for each unit of measurement provided by the CONTRACTOR.

CONTRACTOR must collaborate with other Los Angeles County TLA Contractors and other Los Angeles County Area Agency on Aging (AAA) funded Contractors/community organizations in order to ensure comprehensive and coordinated service delivery and to prevent duplication of Services.

**3.2 TLA Program Services to Senior Clients (This applies to Title III B Clients Only)**

This consists of legal representation and other administrative functions, to vulnerable Senior Clients with unmet legal needs, by (1) active members of the California State Bar, or (2) by a non-attorney, paralegal or law student, under the supervision and control of an active member of the California State

Bar, consistent with the California State Bar Rules and California statutes and regulations.

### **3.2.1 Administrative and Judicial Representation**

CONTRACTOR shall provide in-person representation provided by an Attorney, either Staff or Volunteer, to Senior Clients who are before an administrative or judicial tribunal. The CONTRACTOR'S Attorney will be the advocate and representative for the Senior Client throughout the legal proceeding. Administrative and Judicial representation may involve, but is not limited to, the following areas: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse, neglect, age discrimination and any situation in which the Senior Client will suffer irreparable harm if the Senior Client does not receive immediate legal representation and the Senior Client cannot obtain representation from other sources in order to prevent such harm.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$55.00/Hour

### **3.2.2 Senior Center Site Consultation**

CONTRACTOR shall provide Consultation, using Staff or Volunteer Attorneys, to Senior Clients at designated Senior Center Sites (community centers for older individuals). Senior Center Site Consultation may include legal referrals to other appropriate legal resources, or legal interpretation/advice in areas, including but not limited to the following: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse, neglect, and age discrimination.

CONTRACTOR Attorney (Staff or Volunteer) will provide Senior Center Site Consultation of approximately one hour to Senior Clients at designated Senior Center Sites. Legal Consultation sessions must be provided on a regular basis at each designated Site. The number and location of designated Sites shall be subject to prior approval of the AAA. Further, the designated Sites shall be distributed throughout Los Angeles County based on appropriate factors such as the size of the population over sixty (60) years old, low-income elderly population, and minority elderly population. Trained Volunteer Attorneys under the supervision of a Staff Attorney should be used as much as possible to provide Senior Center Site Consultation.

- Unit of Measurement: One Client Consultation = One Hour (a consultation must be a minimum of 45 minutes in order to be billed for a complete hour)
- Maximum Rate of Reimbursement: \$45.00/Consultation

### **3.2.3 Pro Se Services**

In general, *Pro Se* Services are those services, such as assistance with document preparation, i.e., health directives and wills that assist Senior Clients in preparing for self legal representation. This will enable Senior Clients to handle legal cases on their own or with minimal legal assistance.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$45.00/Hour

### **3.2.4 Volunteer Attorney Recruitment, Training, and Supervision**

CONTRACTOR shall create and maintain a plan for the recruitment, training, and supervision of Volunteer Attorneys. Places of potential recruitment include local bar associations and neighboring law offices. CONTRACTOR shall provide comprehensive and thorough training to the Volunteer Attorneys, which includes training on Senior Client eligibility and assessment, referral sources, Senior Client record keeping, as well as substantive topics, including, but not limited to: public benefits, long-term care, consumer fraud, housing and landlord/tenant issues, and legal planning for incapacity and death. Regular supervision by the Managing Attorney and continuing in-service training shall be maintained for Volunteer Attorneys. The Managing Attorney shall directly supervise the work of those Volunteer Attorneys providing legal advice and recommendations.

- Unit of Measurement: One Hour of recruitment, training, and supervision of Volunteer Attorneys (this may include planning and preparation of materials and time necessary to recruit, train, and supervise Volunteer Attorneys).
- Maximum Rate of Reimbursement: \$45.00/Hour

### **3.2.5 Lay Advocate Training**

CONTRACTOR shall be required to provide *multi-day training* for persons in the community to enable them to act as Lay Advocates for Senior Clients as permitted by law. Topics of Lay Advocate training shall include, but are not limited to: public benefit eligibility, application procedures, and determination appeal procedures. CONTRACTOR shall train a minimum of 100 Lay Advocates per fiscal year. Lay

Advocates shall only serve residents of Los Angeles County, excluding the City of Los Angeles.

- Unit of measurement: One Trained Lay Advocate (Individual must complete training)
- Maximum Rate of Reimbursement: \$45.00/Trained Lay Advocate

### **3.2.6 Technical Assistance to Lay Advocates**

In addition to Training, CONTRACTOR shall provide Technical Assistance to previously trained Lay Advocates. Technical Assistance is defined as advice, direction, and/or consultation with Lay Advocates providing specific legal information to address a specific legal need. Technical Assistance shall be provided to Lay Advocates in person, by telephone and/or email as necessary.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$25.00/Hour

### **3.2.7 Community Legal Education**

CONTRACTOR shall provide Community Legal Education Presentations at least once a month at each designated Senior Center Site and other appropriate locations within CONTRACTOR'S contracted service area. Community Legal Education shall consist of presentations on topics of interest to Senior and Caregiver Clients including preventative measures against consumer fraud, housing issues, advanced directives for healthcare, wills and trusts, and related issues.

- Unit of Measurement: One Presentation
- Maximum Rate of Reimbursement: \$45.00/Presentation

## **3.3 Traditional Legal Services to Caregiver Clients (This applies to Title III E Clients Only)**

CONTRACTOR shall provide TLA Program Services to Family Caregiver and Grandparent/Relative Caregiver Clients. These Services include the provision of legal advice, legal counseling or administrative and judicial representation, as described in Subsection 3.2.1 of this Statement of Work, except they apply to Caregiver Clients. These Services shall be provided by CONTRACTOR'S Staff or Volunteer Attorney to Caregiver Clients with legal needs associated with her or his care giving responsibilities. Such legal needs include but are not limited to: public benefits, consumer and home equity fraud, housing issues, health care, protective services, defense of guardianship, abuse,

neglect, age discrimination and any situation in which the Family Caregiver or Grandparent/Relative Caregiver Client will suffer irreparable harm if the Family Caregiver or Grandparent/Relative Caregiver Client does not receive immediate legal representation and the Family Caregiver or Grandparent/Relative Caregiver cannot obtain representation from other sources in order to prevent such harm.

- Unit of Measurement: One Hour
- Maximum Rate of Reimbursement: \$55.00/Hour

#### **4.0 ADDITIONAL REQUIREMENTS**

In addition to the specific tasks necessary to provide units of services to Clients, CONTRACTOR must also adhere to minimum requirements that are necessary to operate the program. These requirements ensure that the CONTRACTOR maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The CONTRACTOR is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Contract.

4.1 CONTRACTOR shall provide Community Outreach, which provides legal information to the public on what legal resources may be available and shall also market the Program Services to all ethnic groups in each Supervisorial District in which the Program services are being provided by CONTRACTOR.

4.1.1 CONTRACTOR shall ensure that information and assistance on TLA Program Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.

4.2 CONTRACTOR shall provide support to other advocacy efforts, for example, the Long Term Care Ombudsman program (CFR Title 45, §1321.71).

4.3 CONTRACTOR shall provide TLA Services to institutionalized, isolated, and homebound Clients effectively (CFR Title 45, §1321.71).

4.4 CONTRACTOR shall provide effective Administrative and Judicial representation in the areas of law affecting Clients with economic and/or social need (Title 45, CFR §1321.71).

4.5 CONTRACTOR must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with Title 22 CCR 7500 (b).

- 4.6 CONTRACTOR must maintain a cash reserve equal to the amount it would cost to operate the Program for one month. Grant funds may not be included in cash reserves.
- 4.7 CONTRACTOR shall track all Contract funds and CONTRACTOR shall provide a tracking of Contract funds during an audit as indicated in Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement.
- 4.8 CONTRACTOR may not require a Client to disclose information about the Client's income or resources as a condition for providing TLA Services.
- 4.9 CONTRACTOR may ask about the Client's financial circumstance if it is part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which the Client may be eligible.
- 4.10 CONTRACTOR and its Attorneys may engage in other legal activities to the extent that there is no conflict of interest or interference with their professional responsibilities under the Contract and to the extent permitted under California State Bar's Rules of Professional Conduct and California law.
- 4.11 CONTRACTOR shall not use funds received under this Contract to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. CONTRACTOR shall establish procedures for the referral of fee generating cases.
- 4.11.1 "Fee generating case" means any case or matter which, if undertaken on behalf of an eligible Client by an attorney in private practice, reasonably may be expected to result in a fee for legal services from an award to a Client, from public funds, or from the opposing party;
- 4.11.2 Other adequate representation is deemed unavailable when:
- 4.11.2.1 Recovery of damages is not the principle object of the Client; or
- 4.11.2.2 A court appoints a TLA provider pursuant to a statute or a court rule or practice of equal applicability to all attorneys in the jurisdiction; or
- 4.11.2.3 An eligible Client is seeking benefits under Title II of the Social Security Act, 42 U.S.C. 401, *et seq.*, Federal Old Age, Survivors, and Disability Insurance Benefits; or Title XVI of the Social Security Act, 42 U.S.C. 1381, *et seq.*, Supplemental Security Income for Aged, Blind, and Disabled.

- 4.12 CONTRACTOR may seek and accept a fee awarded or approved by a court or administrative body, or included in a settlement, consistent with Subsection 4.11 of this Statement of Work as well as Federal and State law.
- 4.13 When a case or matter accepted in accordance with Subsection 4.11 results in a recovery of damages, other than statutory benefits, CONTRACTOR may only accept reimbursement for out-of-pocket costs and expenses incurred in connection with the case or matter.
- 4.14 CONTRACTOR, employees of the CONTRACTOR and Volunteers shall not engage in the following prohibited political activities:
- 4.14.1 Neither CONTRACTOR nor its employees or volunteers shall contribute, or make available, Older American Act funds, personnel or equipment to any political party or association or to the campaign of any political party office, or for use in advocating or opposing any ballot measure, initiative, or referendum;
  - 4.14.2 Neither CONTRACTOR nor its employees or volunteers shall intentionally identify the Title III Program or CONTRACTOR with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or private office; and
  - 4.14.3 While engaged in legal assistance activities supported under this Contract, no CONTRACTOR Attorney (Staff or Volunteer) shall engage in any political activity.
- 4.15 No funds made available under this Contract shall be used for lobbying activities, including but not limited to any activities intended to influence any decision or activity by any non-judicial Federal, State or local individual or body. Nothing in this Subsection is intended to prohibit an employee from:
- 4.15.1 Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;
  - 4.15.2 Informing a Client about a new or proposed statute, executive order, or administrative regulation;
  - 4.15.3 Responding to an individual Client's request for advice only with respect to Client's own communications with officials unless otherwise prohibited by the OAA, Title III regulations or other applicable law. This provision does not authorize publication of lobbying materials or training of Clients on lobbying techniques or the composition of a communication for the Client's use;

- 4.15.4 Making direct contact with AAA for any purpose;
  - 4.15.5 Providing a Client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that Client's legal rights in a particular case, claim, or application;
  - 4.15.6 Communicating with an elected official for the sole purpose of bringing a Client's legal problem to the attention of that official; or
  - 4.15.7 Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging; provided that no such action will be taken without first obtaining the written approval of the AAA.
- 4.16 While carrying out TLA Program activities and while using resources provided under the OAA, neither CONTRACTOR nor any of its employees shall:
- 4.16.1 Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with CONTRACTOR'S employee's own employment situation;
  - 4.16.2 Encourage, direct, or coerce others to engage in such activities; or
  - 4.16.3 At any time engage or encourage others to engage in:
    - 4.16.3.1 Any illegal activity; or
    - 4.16.3.2 Any intentional identification of programs funded under the OAA or recipient with any political activity.
- 4.17 None of the funds made available under the OAA and this Contract may be used to pay membership or other dues exceeding \$100 per organization/recipient (i.e., associations, groups or any organization where membership dues are a prerequisite for participation) per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under the Code of Federal Regulations, unless such dues are not used to engage in activities for which OAA funds cannot be used directly and not prohibited by law.

## **5.0 CONTRACTOR PERSONNEL**

- 5.1 General requirements: CONTRACTOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the TLA Program. The total number of staff shall

be based on the method and level of Services provided, and the size of the service area served by CONTRACTOR.

5.1.1 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of COUNTY for CONTRACTOR necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by COUNTY through Contract Amendments, Administrative Directives and Program Policy Memorandums.

5.1.2 The CONTRACTOR shall ensure that CONTRACTOR staff is available to all Clients, potential Clients, referral sources, as well as the COUNTY on a minimum five-day-a-week (Monday through Friday) basis. CONTRACTOR'S Office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall also ensure that personal telephone contact with CONTRACTOR'S staff is available to Clients, potential Clients, as well as COUNTY during CONTRACTOR'S hours of operation. CONTRACTOR shall also ensure that each CONTRACTOR office location has a telephone answering machine or voice mail in place during off-business hours. CONTRACTOR staff shall check and respond to all messages in a timely manner.

5.1.3 CONTRACTOR shall always have a staff member with the authority to act on behalf of the CONTRACTOR available during work hours.

5.1.4 CONTRACTOR shall have staff with expertise in specific areas of law affecting older adults in economic or social need, for example, public benefits, institutionalization, and alternatives to institutionalization (Title 45, CFR §1321.71).

5.2 PROJECT DIRECTOR: CONTRACTOR staff must include a Project Director.

5.2.1 Responsibilities: The Project Director's duties shall include: Planning, organizing, and directing all administrative and program activities related to the program/AAA Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for TLA program staff, consistent with the established program requirements. In addition, the Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any communications relevant to TLA program and AAA services overall are conveyed to the Managing Attorney.

5.2.2 Minimum education, Experience and Qualifications: The Project Director must be licensed and in good standing with the California

State Bar as an active member. The Project Director must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Project Director must carry malpractice insurance.

5.3 **MANAGING ATTORNEY:** CONTRACTOR staff must include a Managing Attorney. The Managing Attorney may also serve as the Project Director.

5.3.1 **Responsibilities:** Under the direction of the Project Director, the Managing Attorney is responsible for planning, organizing, and developing the principles and techniques employed in the AAA TLA Program. The primary responsibilities include the following: a) ongoing supervision of the program's Staff and Volunteer Attorneys, which includes ensuring that all Services are delivered appropriately and within the established time frames; and b) monitoring of Client outcomes. The Managing Attorney shall review ongoing cases with respective staff at least quarterly to determine the appropriateness of current Services and the need for ongoing Services.

5.3.2 **Minimum Education, Experience and Qualifications:** The Managing Attorney must be licensed by and in good standing with the California State Bar as an active member. The Managing Attorney must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Managing Attorney must carry malpractice insurance. In addition, the Managing Attorney must demonstrate the following:

- Ability to communicate effectively with Clients, family members, service providers, and co-workers;
- Ability to provide guidance on decisions requiring judgment, assistance with problem situations, and Client legal issues;
- Administrative ability to explain goals, policies, and procedures and to assist staff in adjusting to changes that occur;
- Ability to encourage the development of professional growth and upgrading of skills through access to training and current literature;
- Ability to evaluate the performance of staff based on established criteria; and
- Expertise in the provision of Traditional Legal Assistance Program services to Clients.

5.4 **STAFF ATTORNEY:** CONTRACTOR staff must include a Staff Attorney.

5.4.1 **Responsibilities:** Staff Attorney(s), working under the supervision of the Managing Attorney, shall provide legal assistance and representation to eligible Clients as further outlined in Section 3.0 Specific Tasks.

5.4.2 Minimum Education, Experience and Qualifications: Staff Attorney(s) must be licensed by and in good standing with the California State Bar as an active member and must also meet or exceed the State Bar of California's continuing legal education requirements. CONTRACTOR or Staff Attorney must carry malpractice insurance. In addition to the above, the Staff Attorney must demonstrate the following:

- Ability to communicate effectively with Clients, family members, service providers, and co-workers;
- Ability to treat Clients, family members, service providers, and co-workers with dignity and respect;
- Knowledge of human behavior and the aging process; and
- Knowledge of community legal resources and, available funding sources.

## 5.5 USE OF VOLUNTEERS

Volunteers shall be recruited, trained and used by CONTRACTOR to expand the provision of TLA Program Services. Volunteers must be appropriately qualified. If possible, CONTRACTOR shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in a community service setting.

5.5.1 Volunteer Attorneys shall be licensed as an active member and in good standing with the State Bar of California. CONTRACTOR or Volunteer Attorney must carry malpractice insurance. Volunteer Attorneys must complete the training outlined in Section 3.2.4 prior to providing TLA Program Services and shall be directly supervised by Managing Attorney.

5.5.1.1 Volunteer Attorneys shall be utilized by CONTRACTOR to the greatest extent possible in providing TLA Program Services. However, Volunteer Attorneys shall not be used to a greater extent than the CONTRACTOR Staff attorneys in providing TLA Program Services.

## 5.6 PROGRAM STAFF

The CONTRACTOR is responsible for ensuring its staff, and volunteers, both existing and new, are properly trained in all areas when providing Client Services. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network providers.

## **6.0 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF**

The CONTRACTOR must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

- 6.1 CONTRACTOR shall provide legal assistance in the principal language spoken by Clients in areas where a significant number of Clients do not speak English as their principal language (CFR Title 45, §1321.71).

## **7.0 LICENSES**

- 7.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, for CONTRACTOR and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contracts Management Division (CMD) prior to the execution of the Contract and in cases of new hires or updates in license/certification status CONTRACTOR shall provide CSS CMD with all new updated licenses, permits, and certificates within ten (10) business days of the change in status.

## **8.0 GREEN INITIATIVES**

- 8.1 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 CONTRACTOR shall notify COUNTY'S CCM of CONTRACTOR'S new green initiatives prior to the Contract's commencement.

## **9.0 QUALITY ASSURANCE**

- 9.1 On an annual basis, the AAA will implement quality assurance measures to ensure CONTRACTOR compliance with Program requirements. The CONTRACTOR shall also convene a committee that performs Continuous Quality Improvement (CQI) functions, to self-monitor the adherence to Program requirements, including conducting customer satisfaction surveys and other specific studies related to the CQI processes. This committee will also set policies as well as review and approve recommendations, as approved by County.

9.2 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

## **10.0 TRAINING**

10.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers). CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing TLA Program Services

10.2 The CONTRACTOR'S Project Director shall ensure that all appropriate CONTRACTOR staff/volunteers attend all relevant training sessions called by the COUNTY for CONTRACTOR'S benefit and held at a COUNTY facility or another site, as determined by the COUNTY. Further, CONTRACTOR staff shall ensure that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client Services.

10.3 The COUNTY may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.

## **11.0 COLLABORATIONS**

CONTRACTOR must form collaborations with COUNTY and LA CITY Contractors providing services funded through the OAA, including other TLA Contractors and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, the CONTRACTOR must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all Client information consistent with the terms of the Contract and all applicable laws and shall not disclose Client information outside of CSS without written consent from CSS and the Client.

## **12.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS**

12.1 The CONTRACTOR is required to provide 100% of Services contracted for and as stated in Exhibit C, Proposed Program Services (PPS). A new or updated

PPS and Budget shall be completed and provided to the COUNTY prior to the beginning of each fiscal year.

12.2 The performance of CONTRACTOR will be evaluated during the fiscal year, and funds may be reallocated. If CONTRACTOR fails to provide 95% of the Services required under this Contract as provided in Exhibit C, PPS, funds may be reduced and reallocated to other TLA Contractors that are performing at a higher level and qualify for grant increases. Additionally, the COUNTY, at its discretion, may reduce the CONTRACTOR'S annual Contract funding (Maximum Annual Contract Sum) for the following fiscal year to more accurately reflect the CONTRACTOR'S level of Service.

12.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR'S performance related to Program and operational measures. The Contract includes a Performance Requirements Summary (PRS) Chart (Exhibit B to the Contract) that summarizes the standards required and their corresponding Acceptable Quality Level. CONTRACTOR is responsible for meeting the Acceptable Quality Levels provided in the PRS Chart as well as the provision of Services outlined in Exhibit C, Proposed Program Services.

### **13.0 OUTCOME MEASURES**

CONTRACTOR is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the surveys on file and accessible to COUNTY for review. The results of the surveys will be used by CONTRACTOR to make quality improvements in Client Services provided to all TLA Clients. The CONTRACTOR may be asked by COUNTY to comply with and develop other outcome measures. See Exhibit B, PRS Chart for additional Program performance requirements.

### **14.0 LOCATION OF SERVICE AND HOURS OF OPERATION**

14.1 CONTRACTOR shall obtain:

- Required building inspection certificates (health, fire, etc.) for all CONTRACTOR places of business/site locations; and
- Prior written consent of the Director of Community and Senior Services, or authorized designee, and shall comply with Contract, Part II, Section 22.0, Contract Modifications/Amendments, if applicable, before modifying or terminating Services, or revising hours of service delivery at a previously designated location(s) and/or before commencing such Services at any other location.

14.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, state, and

federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

14.2.1 CONTRACTOR shall publicly display at all CONTRACTOR office locations/sites the days and hours of operation for the provision of contracted Services. The CONTRACTOR shall ensure that availability for Program Services is appropriate for the demographics associated with the service area (site or office location).

14.2.2 CONTRACTOR shall maintain an office in Los Angeles County.

14.2.3 CONTRACTOR'S office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m.

14.2.4 CONTRACTOR shall inform the COUNTY in writing and receive a written COUNTY approval at least sixty (60) days prior to relocation of CONTRACTOR'S office.

## **15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY**

15.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. CONTRACTOR shall submit to COUNTY, on a monthly basis and no later than the 10<sup>th</sup> day of the month following the month of service, the total number of Clients served and number of Services. If the 10<sup>th</sup> day of the month falls on a weekend or holiday, the due date shall be the next business day.

15.2 CONTRACTOR shall also complete and submit Exhibit E, Attachment XVIII, California Legal Services Aggregate Report (CDA 1022) of the Contract on Services provided to Senior Clients (Title III B Clients only) on a monthly basis to the COUNTY. The deadline for submission of the monthly Aggregate Report Form will be the 10<sup>th</sup> of each month. Should the 10<sup>th</sup> fall on a weekend or holiday, the CDA 1022 shall be due on the last business day prior to the 10<sup>th</sup>. CONTRACTOR shall not submit the CDA 1022 directly to the CDA.

15.3 CONTRACTOR shall maintain all records and reports, consistent with Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Contract, and shall make them available for audit, assessment, retention, or inspection by authorized representatives of CSS.

15.4 All information, records, data elements, and print-outs collected and maintained

for the operation of the TLA Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with the Contract Section 17.0, Confidentiality, Section 10850 of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, Section 205.50, and the California Information Practices Act of 1977.

## **16.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS**

16.1 CONTRACTOR is required to participate in the CSS automated Information Technology System (ITS) and to have a web-based compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the COUNTY. CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the current CSS approved automated ITS.

16.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Statement of Work may be acceptable only upon COUNTY approval.

16.3 Hardware – CONTRACTOR is required to have the hardware to support the software requirements listed in this Section 16.0.

16.4 CONTRACTOR must have a current industry standard laser printer with a minimum 600DPI.

16.5 CONTRACTOR must maintain a reliable high speed or broadband Internet connection at all sites.

16.6 CONTRACTOR is also required to have the following:

16.6.1 Industry standard internet security software with all current upgrades installed and operating.

16.6.2 The most current version of Microsoft Internet Explorer or equivalent.

16.6.3 Capability of sending and receiving documents in Microsoft Office 2003.

### **16.7 STAFFING**

CONTRACTOR shall assign an employee to have the primary responsibility for the Client data entry into the ITS system. This person will be the primary contact person for Client data issues and problems. The individual will be

assigned a password to log-in and enter Client information. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary ITS contact person in the event of his or her absence.

CONTRACTOR shall inform the COUNTY of the name of the CONTRACTOR ITS staff person and backup at the start of this Contract and within two weeks of any assignment or reassignment. Only those CONTRACTOR staff who have been designated by CONTRACTOR and assigned a password by COUNTY shall be allowed to access the ITS system.

## 16.8 FACILITIES

16.8.1 CONTRACTOR shall provide the following:

16.8.1.1 A table or desk for the computer, printer and scanner with adequate workspace.

16.8.1.2 Appropriate electrical outlets.

16.8.1.3 A direct (not rotary or PBX) analog telephone line at computer location.

16.8.1.4 Additional telephone lines (as required/directed for Client Tracking).

16.8.1.5 A secure, locked room or lock-down cables to secure all equipment.

## 16.9 MAINTENANCE

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by COUNTY staff during regular business hours.

## 16.10 SUPPLIES

CONTRACTOR is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives and CDs), paper, ink cartridges and other media.

## 16.11 FUTURE CHANGES

16.11.1 Technology and computers are changing rapidly and the COUNTY may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software

and communication lines, as the COUNTY deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the COUNTY for future changes.

#### **16.12 CONFIDENTIALITY**

CONTRACTOR shall utilize the COUNTY'S ITS for recording casework. CONTRACTOR shall employ a mechanism to ensure that a Client's record is accessible only to those assigned a password by the COUNTY. CONTRACTOR shall implement COUNTY approved policies and procedures to include safeguards for confidentiality and unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, the CONTRACTOR'S System must:

- 16.12.2.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g., review, approval, responsibility, authorship, and authentication);
- 16.12.2.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and
- 16.12.2.3 Provide for non-repudiation (e.g., strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).

### **17.0 OTHER PROVISIONS**

#### **17.1 PROGRAM SUPERVISION, MONITORING AND REVIEW**

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to an authorized Federal representative the right to review and monitor CONTRACTOR'S facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the CSS Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and Program Development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a COUNTY facility or another site, as determined by the

COUNTY. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client services or other meetings designated by the AAA.

## 17.2 UNUSUAL OCCURENCES

Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours either by telephone (and confirmed in writing) to the local health officer and Community and Senior Services or email (and confirmed in writing). Crime related occurrences, such as theft or vandalism, must be reported to the local police or sheriff and CSS within twenty-four (24) hours either by telephone (and confirmed in writing) or email (and confirmed in writing). The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Contract. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

## 17.3 EMERGENCY AND DISASTER PREPAREDNESS

- 17.3.1 Notwithstanding CONTRACTOR'S and COUNTY'S contractual objective to provide Services to eligible persons, CONTRACTOR shall make Program Services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.
- 17.3.2 CONTRACTOR must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.
- 17.3.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

## 17.4 MULTIPURPOSE SENIOR CENTERS

17.4.1 If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

17.4.2 If CONTRACTOR operates a Multipurpose Senior Center, CONTRACTOR shall also comply with the provisions contained in the following acts:

17.4.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3).

17.4.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR, Part 5).

17.4.2.3 Contract Work Hours and Safety Standard Act (40 USCS 327-332) (29 CFR, Part 5).

17.4.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

17.4.3 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR'S performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

17.4.4 CONTRACTOR assures that when an existing facility has been altered with funds made available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

17.4.4.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.

17.4.4.2 If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.

- 17.4.4.3 For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

## **18.0 CONTRACTOR MATCHING SHARE**

- 18.1 CONTRACTOR shall provide at least 25% match (contribution) of its total Maximum Contract Sum funded by COUNTY in accordance with the provisions of Exhibit D, Budget. Therefore, the Maximum Contract Sum funded by the COUNTY provides 75% of the CONTRACTOR'S total funding for the Program Costs and CONTRACTOR must match, at a minimum, 25% of its costs with other resources. The matching share may be cash or an in-kind contribution or compensation thereof. The criteria for establishing the value on non-cash items is Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contributions of the Fair Market Value of Services performed by volunteers may not exceed fifty percent (50%) of the required 25% CONTRACTOR match.
- 18.2 In-kind contributions are property or services provided by CONTRACTOR which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

## **19.0 METHOD OF COMPENSATION**

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if the CONTRACTOR is over-achieving, and it appears funds will be completely drawn down prior to the full term of the Contract.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART  
TRADITIONAL LEGAL ASSISTANCE PROGRAM (TLA)**

**2010-14**

The **Performance Requirements Summary (PRS) Chart** is a listing of the minimum required services and performance that will be monitored during the Contract term. The PRS chart also lists examples of the types of documents that will be used during monitoring, as well as the standards of performance and the acceptable quality level of performance.

All listings of required services or standards used in this Performance Requirements Summary Chart are intended to be completely consistent with the terms and conditions of the Contract and the Statement of Work (Exhibit A to the Contract) and are not meant in any case to create, extend, revise, or expand any obligation of the CONTRACTOR beyond that defined in the terms and conditions of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the terms and condition of the Contract, the Statement of Work, and this Performance Requirements Summary (PRS) Chart, the terms and conditions of the Contract and the Statement of Work (SOW) shall prevail.

Performance Outcomes	Standards	Acceptable Quality Level	Monitoring Tool	Remedies For Non-Compliance
Enable seniors to live independently in their home for as long as possible.	Of those clients who are terminated from the program, increase or maintain the percentage of exits due to resolved legal outcomes, without litigation, by 5%.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	If CONTRACTOR performance does not meet the Acceptable Quality Level, the COUNTY will have the option to apply the following remedies: 1) Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; and 4) Termination of Contract.
Performance Outcomes	Standards	Acceptable Quality Level	Monitoring Tool	Remedies For Non-Compliance
Provide Administrative and Judicial Representation (Ref. SOW 3.0)	Provide Administrative and Judicial Representation services to Senior Clients in accordance with the terms and obligations of CONTRACTOR'S approved Proposed Program Services (PPS).	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	If CONTRACTOR performance does not meet the Acceptable Quality Level, the COUNTY will have the option to apply the following remedies: 1) Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; and 4) Termination of Contract.
Provide Senior Center Site Consultation (Ref. SOW 3.0)	Provide legal referrals to other appropriate legal resources and/or legal interpretation/advice using Staff or Volunteer Attorneys at designated Senior Center Sites to Senior Clients in accordance with the terms and obligations of CONTRACTOR'S approved PPS.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	
Provide Pro Se Services (Ref. SOW 3.0)	Provide Pro Se Services to Senior Clients in accordance with the terms and obligations of CONTRACTOR'S approved PPS.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	
Provide Volunteer Attorney Recruitment, Training, and Supervision (Ref. SOW 3.0)	Recruit, Train, and Supervise Volunteer Attorneys in accordance with the obligations and terms of CONTRACTOR'S approved PPS.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	
Provide Lay Advocate Training (Ref. SOW 3.0)	Train a minimum of 100 Lay Advocates per fiscal year.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	
Provide Community Legal Education (Ref. SOW 3.0)	Provide Community Education at a minimum of once per month at designated Senior Center Sites and other appropriate locations in accordance with the terms and obligations of CONTRACTOR'S approved PPS.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	
Provide Traditional Legal Services to Caregiver Clients (Ref. SOW 3.0)	Provide Traditional Legal Services to Caregiver Clients in accordance with the terms and obligations of CONTRACTOR'S approved PPS.	95%	Case File, CDA 1022, PPS, & ITS (SAMS)	



Exhibit C-1 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III B)  
Contract Period 2010-2014 (Fiscal Year 2010-11)

Contract No.:	
Amendment No.:	
Modification No.:	

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]  
Main Administrative Office Address State Zip Code Fax Number

[Enter Agency's Address Here] [Type City] CA [Enter Zip] [Enter #'s Only]  
Mailing Address (If different from above) State Zip Code Fax Number

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title, Abbr if Nec] [Enter #'s Only] [E-Mail Address]  
Prefix Official Authorized to Sign for Agency Job Title Phone Number Ext. E-Mail Address

[Mr/Ms] [Enter Program Manager] [Enter Job Title, Abbr if Nec] [Enter #'s Only] [E-Mail Address]  
Prefix Primary/Secondary Contact for Program Job Title Phone Number Ext. E-Mail Address

GRANT SUMMARY CHART

	(A) GRANT COSTS	(B) NO. OF UNDUP CLIENTS	(C) MATCH		(D) NON-MATCH	(E) GRANT RELATED INCOME	(F) TOTAL PROGRAM COST E=A+B+C+D
SUP DIST.			CASH	IN-KIND	CASH	IN-KIND	
1							\$ -
2							\$ -
3							\$ -
4							\$ -
5							\$ -
	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -

(Do not enter information above)

PROGRAM APPROVALS: The following representatives have reviewed and approved the PPS and Budget in its entirety to be executed under this Contract.

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title, Abbr if Nec] Signature Date  
Prefix Official Authorized to Sign for Agency Title

AAA Contract Analyst Review and Approval Signature Date

CMD Supervisor Review and Approval Signature Date



**Exhibit C-1 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III B)  
Contract Period 2010-2014 (Fiscal Year 2010-11)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

**I. Site Summary**

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								



Exhibit C-1 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III B)  
Contract Period 2010-2014 (Fiscal Year 2010-11)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency:

[Enter Full Legal Name of your Agency, No Abbreviations]

II. Service Unit Summary															
Unduplicated Clients	Sup Dist 1			Sup Dist 2			Sup Dist 3			Sup Dist 4			Sup Dist 5		TOTAL
	Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
TITLE III B LEGAL															
Admin & Judicial Represent.															
Senior Ctr Site Consult															
Pro Se Services															
Volunteer Attorney/Recruit.															
Lay Advocate Training															
Technical Assistance															
Community Legal Education															
Sub-Total			\$ -			\$ -			\$ -			\$ -		\$ -	

III. Services by Month													
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
TITLE III B LEGAL													
Admin & Judicial Represent.													0
Senior Ctr Site Consult.													0
Pro Se Services													0
Volunteer Attorney/Recruit.													0
Lay Advocate Training													0
Technical Assistance													0
Community Legal Education													0
Sub-Total	0	0	0	0	0	0	0	0	0	0	0	0	0

IV. Match by Services							
Service Match Summary	(A) MATCH		(B) NON-MATCH		(C)		(D)
	CASH	IN-KIND	CASH	IN-KIND	GRANT RELATED	TOTAL	
Admin & Judicial Representation							
Senior Center Site Consultation						\$ -	
Pro Se Services						\$ -	
Volunteer Attorney/Recruitment						\$ -	
Lay Advocate Training						\$ -	
Technical Assistance						\$ -	
Community Legal Education						\$ -	
GRAND TOTAL	\$	-	\$	-	\$	\$ -	
MATCH FRM BUDGET SUMMARY	\$	-	\$	-	\$	\$ -	
VARIANCE	\$	-	\$	-	\$	\$ -	



**Exhibit D-1 - Budget**  
**Traditional Legal Assistance Program (Title III B)**  
**Contract Period 2010-2014 (Fiscal Year 2010-11)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

**Legal Name of Agency:** \_\_\_\_\_ [Enter Full Legal Name of your Agency, No Abbreviations]

**I. BUDGET SUMMARY**

	COST CATEGORIES		SUP DISTRICT 1	SUP DISTRICT 2	SUP DISTRICT 3	SUP DISTRICT 4	SUP DISTRICT 5	TOTAL BUDGET
1	Personnel	Cash In-Kind						\$ -
2	Consultants	Cash In-Kind						\$ -
3	Space	Cash In-Kind						\$ -
4	Equipment	Cash In-Kind						\$ -
5	Other Costs	Cash In-Kind						\$ -
6	Total Direct Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
7	Total Indirect Costs (Limited to 8% of Line 9)	Cash In-Kind						\$ -
8	Total Program Costs	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
9	Grant Costs	Cash						\$ -
10	Match	Cash In-Kind						\$ -
11	Non-Match	Cash In-Kind						\$ -
12	Grant Related Income	Cash						\$ -
13	Agency met min. match req.							\$ -
14	Total Funding	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
15	GRAND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Variance (line 8-14)	Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -



<b>Contract No.:</b>	<b>0</b>
<b>Amendment No.:</b>	<b>0</b>
<b>Modification No.:</b>	<b>0</b>

**Legal Name of Agency:** [Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]



<b>Contract No.:</b>	0
<b>Amendment No.:</b>	0
<b>Modification No.:</b>	0

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

(A) NO. OF VOLUNT	(B) % OF TIME ON PROGRAM	(C) SALARY EQUIV.	(D) NO. OF MONTHS	(E) ANNUAL SALARY EQUIV. (A*B*C*D)	(F) GRANT COSTS	(G) MATCH		(H) NON-MATCH		(I) GRANT RELATED INCOME	(J) BUDGET (G+H)	(K) VARIANCE (K) = (E) - (J)
						CASH	IN-KIND	CASH	IN-KIND			
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
<b>TOTAL VOLUNTEERS</b>							\$ -		\$ -		\$ -	\$

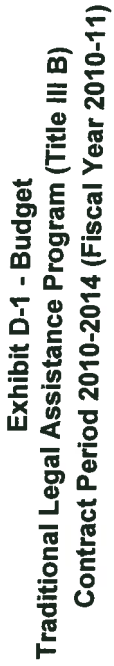
	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH		(G) NON-MATCH		(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
						CASH	IN-KIND	CASH	IN-KIND			
IV. CONSULTANTS											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
TOTAL CONSULTANTS				\$ -	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	\$ -



<b>Contract No.:</b>	0
<b>Amendment No.:</b>	0
<b>Modification No.:</b>	0

**[Enter Full Legal Name of your Agency, No Abbreviations]**

Page 4 of 5



<b>Contract No.:</b>	<b>0</b>
<b>Amendment No.:</b>	<b>0</b>
<b>Modification No.:</b>	<b>0</b>

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]



**Exhibit C-2 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III E)  
Contract Period 2010-2014 (Fiscal Year 2010-11)**

Contract No.:	
Amendment No.:	
Modification No.:	

**Legal Name of Agency:** \_\_\_\_\_

[Enter Full Legal Name of your Agency, No Abbreviations]

[Enter Agency's Address Here] \_\_\_\_\_ [Type City] \_\_\_\_\_ CA [Enter Zip] \_\_\_\_\_ [Enter #'s Only]  
**Main Administrative Office Address** State Zip Code Fax Number

[Enter Agency's Address Here] \_\_\_\_\_ [Type City] \_\_\_\_\_ CA [Enter Zip] \_\_\_\_\_ [Enter #'s Only]  
**Mailing Address (If different from above)** State Zip Code Fax Number

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title, Abbr if Nec] [Enter #'s Only] [E-Mail Address]  
**Official Authorized to Sign for Agency** Job Title Phone Number Ext. E-Mail Address

[Mr/Ms] [Enter Program Manager] [Enter Job Title, Abbr if Nec] [Enter #'s Only] [E-Mail Address]  
**Primary/Secondary Contact for Program** Job Title Phone Number Ext. E-Mail Address

**GRANT SUMMARY CHART**

	(A) GRANT COSTS	(B) NO. OF UNDUP CLIENTS	(C) MATCH		(D) NON-MATCH		(E) GRANT RELATED INCOME	(F) TOTAL PROGRAM COST E=A+B+C+D
SUP DIST.			CASH	IN-KIND	CASH	IN-KIND		
1							\$	-
2							\$	-
3							\$	-
4							\$	-
5							\$	-
\$	-	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(Do not enter information above)

**PROGRAM APPROVALS:** The following representatives have reviewed and approved the PPS and Budget in its entirety to be executed under this Contract.

[Mr/Ms] [Enter Name of Authorized Signatory] [Enter Job Title, Abbr if Nec] Signature Date  
**Official Authorized to Sign for Agency** Title

AAA Contract Analyst Review and Approval Signature Date

CMD Supervisor Review and Approval Signature Date



**Exhibit C-2 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III E)  
Contract Period 2010-2014 (Fiscal Year 2010-11)**

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

Contract No.:	0
Amendment No.:	0
Modification No.:	0

**I. Site Summary**

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								



**Exhibit C-2 - Proposed Program Services (PPS)  
Traditional Legal Assistance Program (Title III E)  
Contract Period 2010-2014 (Fiscal Year 2010-11)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

**Legal Name of Agency:** \_\_\_\_\_ [Enter Full Legal Name of your Agency, No Abbreviations]

**II. Service Unit Summary**

Unduplicated Clients	Sup Dist 1			Sup Dist 2			Sup Dist 3			Sup Dist 4			Sup Dist 5			TOTAL		
TITLE III E LEGAL	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost
Family Caregiver																		
Grandparent/Relative Caregiver																		
Sub-Total		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -	

**III. Services by Month**

TITLE III E LEGAL	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Family Caregiver													0
Grandparent/Relative Caregiver													0
Sub-Total	0	0	0	0	0	0	0	0	0	0	0	0	0

**IV. Match by Services**

Service Match Summary	(A) MATCH			(B) NON-MATCH			(C) GRANT RELATED			(D) TOTAL		
Family Caregiver	CASH	IN-KIND		CASH	IN-KIND							
Grandparent/Relative Caregiver												
GRAND TOTAL	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
MATCH FRM BUDGET SUMMARY	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
VARIANCE	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -



**Exhibit D-2 - Budget**  
**Traditional Legal Assistance Program (Title III E)**  
**Contract Period 2010-2014 (Fiscal Year 2010-11)**

Contract No.:	0
Amendment No.:	0
Modification No.:	0

Legal Name of Agency: \_\_\_\_\_ [Enter Full Legal Name of your Agency, No Abbreviations]

**I. BUDGET SUMMARY**

	COST CATEGORIES	SUP DISTRICT 1	SUP DISTRICT 2	SUP DISTRICT 3	SUP DISTRICT 4	SUP DISTRICT 5	TOTAL BUDGET
1	Personnel Cash In-Kind						\$ -
2	Consultants Cash In-Kind						\$ -
3	Space Cash In-Kind						\$ -
4	Equipment Cash In-Kind						\$ -
5	Other Costs Cash In-Kind						\$ -
6	Total Direct Costs Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
7	Total Indirect Costs (Limited to 8% of Line 9) Cash In-Kind						\$ - \$ -
8	Total Program Costs Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
9	Grant Costs Cash						\$ -
10	Match Cash In-Kind						\$ - \$ -
11	Non-Match Cash In-Kind						\$ - \$ -
12	Grant Related Income Cash						\$ -
13	Agency met min. match req.						
14	Total Funding Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
15	GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Variance (line 8-14) Cash In-Kind	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -



Contract No.:	0
Amendment No.:	0
Modification No.:	0

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]



**Legal Name of Agency:** [Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]

## Exhibit D-2 - Budget

Traditional Legal Assistance Program (Title III E)

Contract Period 2010-2014 (Fiscal Year 2010-11)

Contract No.:	0
Amendment No.:	0
Modification No.:	0

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]



**Traditional Legal Assistance Program (Title III E)  
Contract Period 2010-2014 (Fiscal Year 2010-11)**

<b>Contract No.:</b>	<b>0</b>
<b>Amendment No.:</b>	<b>0</b>
<b>Modification No.:</b>	<b>0</b>

**Legal Name of Agency:**

[Enter Full Legal Name of your Agency, No Abbreviations]

[illegible]

**CONTRACTOR'S ADMINISTRATION  
AREA AGENCY ON AGING (AAA)**

**Exhibit E, Attachment I**

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACT NO:** \_\_\_\_\_  
**FISCAL YEAR:** \_\_\_\_\_  
**PROGRAM:** \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**INVOICES - AUTHORIZED SIGNATURE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY'S ADMINISTRATION  
AREA AGENCY ON AGING (AAA)**

Exhibit E, Attachment II

**FISCAL YEAR:** \_\_\_\_\_

**CSS DIRECTOR**

Name: CYNTHIA BANKS  
Title: DIRECTOR  
Address: 3175 WEST SIXTH STREET, ROOM 302  
LOS ANGELES, CA 90020  
Telephone: (213) 637-0798  
Facsimile: (213) 380-8275  
E-Mail Address: [cbanks@css.lacounty.gov](mailto:cbanks@css.lacounty.gov)

**COUNTY CONTRACTS MANAGEMENT MANAGER (CMM)**

Name: CAROL DOMINGO  
Title: CONTRACT MANAGER  
Address: 3175 WEST SIXTH STREET, ROOM 403  
LOS ANGELES, CA 90020  
Telephone: (213) 351-5090  
Facsimile: (213) 639-6056  
E-Mail Address: [cdomingo@css.lacounty.gov](mailto:cdomingo@css.lacounty.gov)

**COUNTY CONTRACT COMPLIANCE MANAGER (CCM)**

Name: JACKIE SAKANE  
Title: COMPLIANCE MANAGER  
Address: 3175 WEST SIXTH STREET, ROOM 403  
LOS ANGELES, CA 90020  
Telephone: (213) 739-7321  
Facsimile: (213) 637-3468  
E-Mail Address: [jsakane@css.lacounty.gov](mailto:jsakane@css.lacounty.gov)

**COUNTY PROGRAM MANAGER**

Name: BRENDA SAPP-PRADIA  
Title: HUMAN SERVICES ADMINISTRATOR III  
Address: 3333 WILSHIRE BOULEVARD, SUITE 400  
LOS ANGELES, CA 90010  
Telephone: (213) 738-4749  
Facsimile: (213) 380-7744  
E-Mail Address: [bsapp-pradia@css.lacounty.gov](mailto:bsapp-pradia@css.lacounty.gov)

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Number Identification Number

---

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

## IRS NOTICE 1015

(Obtain latest version from IRS website -  
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2003)

#### Have You Told Your Employees About the Earned Income Credit (EIC)?

##### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

##### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

*Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

##### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

##### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

##### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

##### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015  
(Rev. 12-2003)



COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State: CA	Zip Code:
Telephone Number:	(    )    -    x.	
Solicitation for:	Services:	

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002.

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

/ /  
Date

---

Authorized Official's Signature

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors and independent contractors, (collectively, "Contractor's Staff") that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor and Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor and Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that neither Contractor nor Contractor's Staff will acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor and Contractor's Staff for the County.

Contractor and Contractor on behalf of Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor on behalf of Contractor's Staff agrees to forward all requests for the release of any data or information received to County's Contracts Management Manager (CMM).

Contractor and Contractor on behalf of Contractor's Staff agrees to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor on behalf of Contractor's Staff agrees to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor on behalf of Contractor's Staff agrees that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor on behalf of Contractor's Staff agrees to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor on behalf of Contractor's Staff acknowledges that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR - CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

*The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.*

Revised: 7/11/00

**AUDITOR-CONTROLLER**

**A-C Handbook**  
**Page 1**

**CONTRACT ACCOUNTING AND OPERATING HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and Internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

**A. ACCOUNTING AND FINANCIAL REPORTING**

**1.0 Basis of Accounting**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1** The County recommends the use of the accrual basis for recording financial transactions.

**Accrual Basis**

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

**Accruals**

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2** If an agent elects to use the cash basis for recording financial transactions during the year:

A-C HandbookPage 2

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

ACCOUNTING SYSTEM

- 2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100
To record accrued rent to March 31, 20XX		

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:

AUDITOR-CONTROLLER  
COUNTY OF LOS ANGELES

**A-C Handbook****Page 3**

- County payments (one per funding source)
- Contributions
- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

**2.3 Cash Disbursements Journal**

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

**2.4 General Ledger**

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

**2.5 Chart of Accounts**

**A-C Handbook**  
**Page 4**

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

**2.6 Payroll Register**

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay
  - itemized payroll deductions
  - net pay amount
  - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

**2.7 Contractor Invoices**

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

**A-C Handbook**  
**Page 5**

3.0 **Records**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 **Retention**

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 **Supporting Documentation**

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

---

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

**A-C Handbook**  
**Page 6**

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

**3.3 Payments to Affiliated Organizations or Persons**

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

**3.4 Filing**

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

**3.5 Referencing**

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

**A-C Handbook**  
**Page 7**

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

**4.0 Donations and Other Sources of Revenue**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

**5.0 Audits**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

**6.0 Single Audit Requirements**

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

**7.0 Subcontracts**

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

**A-C Handbook**  
**Page 8**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

**B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

**1.0 Cash Receipts**

**1.1. Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

**1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

**1.3 Separation of Duties**

An employee who does not handle cash shall record all cash receipts.

**1.4 Bank Reconciliations**

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

A-C Handbook  
Page 9

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

AUDITOR-CONTROLLER  
COUNTY OF LOS ANGELES

A-C HandbookPage 10

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

**A-C Handbook****Page 11****3.0 Timekeeping****3.1 Timecards**

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

**3.2 Personnel and Payroll Records**

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

**Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

**Limitations on Positions and Salaries**

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

**A-C Handbook****Page 12**

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

**Separation of Duties**

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

**4.0 Fixed Assets**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

**4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

**4.2 Identification and Inventory**

**A-C Handbook**  
**Page 13**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

**4.3 Security**

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

**4.4 Property Management**

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

- 5.0 Bonding** – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

**C. COST PRINCIPLES**

**1.0 Policy**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

**1.1. Limitations on Expenditures of Program Funds**

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

**1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

**1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

**1.4 Unspent Funds**

The County will determine the disposition of unspent program funds upon termination of the contract.

**1.5 Necessary, Proper and Reasonable**

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

**2.0 Allocation of Cost Pools**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

**A-C Handbook**  
**Page 15**

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

## **2.1 Direct Costs**

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## **2.2 Indirect Costs**

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

## **2.3 Acceptable Indirect Cost Allocation Methods**

OMB Circulars describe the following allowable methods for allocating indirect costs:

**A-C Handbook**  
**Page 17**

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

**Simplified Allocation Method**

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

**Example**

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

**Direct Allocation Method**

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

**Multiple Base Allocation Method**

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect

**A-C Handbook**  
**Page 18**

costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

**2.4 Cost Allocation Plan**

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

**Negotiated Indirect Cost Rates**

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

**D. UNALLOWABLE COSTS**

**AUDITOR-CONTROLLER**  
**COUNTY OF LOS ANGELES**

A-C HandbookPage 19

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

## USER COMPLAINT REPORT AAA PROGRAM SERVICES

This form is to be used by CSS staff of the AAA to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Contract Compliance Manager (CCM) for this Contract.

Date of Report:

CSS Employee  
Name:CSS Office  
Address:

Phone No.

E-mail Address:

Date(s) of  
Incident(s):

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Program Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

**To report an urgent/serious problem, call Jackie Sakane, Contract Compliance Manager at: (213) 739-7321.**

Send UCR to Jackie Sakane, Contract Compliance Manager, at 3175 West Sixth Street, Los Angeles, CA 90020 and a copy to Contract Management Division, 3175 West Sixth Street, Los Angeles, CA 90020.

## GUIDE FOR DEVELOPMENT OF A COST ALLOCATION PLAN

### I. GENERAL INFORMATION

#### A. Policy

All contractors must comply with the Federal Cost Principles set forth in OMB Circulars A-21, A-87, A-122, and 48 CFR 1-31.2 depending on the type of organization. However, it is the intent of this guidance to maintain compliance, without imposing undue burdens on our contractors.

#### B. Definitions

For the purpose of this Guide, the following definitions apply:

***Non-Profit Organization*** refers to any corporation, trust, association, cooperative, or other organization which (1) is operated primarily for scientific, education, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses its net proceeds to maintain, improve, and/or expand its operation. The term *Non-Profit Organization* excludes educational institutions; hospitals; State, local and Federally recognized Indian Tribal Governments, and non-profit organizations listed in OMB Circular A-122, Attachment C.

***Cost Allocation Plan*** is a narrative document that identifies a non-profit organization's policy on the costs that it considers direct, the costs it considers indirect and the rationale to support the method for distributing those indirect costs. A model cost policy statement included.

***Cost Allocation Plan*** is a document that identifies, accumulates, and distributes allowable indirect costs to cost objectives. The plan identifies the allocation methods used for distribution to cost objectives on the basis of relative benefits received. The cost objectives include specific grants, cooperative agreements, contracts, programs, projects, titles/cost categories within a grant.

***Direct Costs*** are those costs that can be specifically identified with a particular cost objective. For example, salaries, fringe benefits and travel of a project director who is working 100% of the time on an Office of Criminal Justice Planning (OCJP) grant/contract are direct costs.

***Indirect Costs*** or shared costs are those costs which are not readily identifiable with a particular cost objective but nevertheless are necessary to the general operation of a non-profit organization and the conduct of the activities it performs. The cost of executive salaries, payroll, accounting, personnel, depreciation, general telephone expenses, general travel and supplies are examples of expenses usually considered as indirect costs. These costs are allocated back to programs based on allowable methodologies.

**Administrative Costs** consists of all direct and indirect costs associated with the management of an organization's programs. Organizations need to refer to their grant/contract terms and conditions for the applicable definition of *Administrative Costs* and any related limitations. General administrative and human relations costs are considered indirect costs.

## II. CONTENTS OF A COST ALLOCATION PLAN

Once pooled costs to be shared among programs are identified, a basis of allocation must be identified that is fair to benefiting programs, measurable, consistent, and supported by ongoing data collection. Different bases may allocate different pools. A cost allocation plan is required to allocate costs to program and must be documented with the following:

- ❑ Organization chart that identifies all grants, types of services provided, and employee functions.
- ❑ List of all grant sources and amounts the agency is currently receiving.
- ❑ A copy of the official budget that includes, at a minimum, the direct and shared labor and operational costs of the center(s).
- ❑ The bases used in allocating the expenses to benefiting cost objectives require identifying each pool of costs cost, the method used to distribute costs to that pool, and the documentation supporting each basis.

The process developed must be replicable at any time. The required structure and capabilities of the accounting system must be considered in designing an operable cost allocation process. Changes in an agency's cost allocation plan that result in a retroactive redistribution of costs to the benefiting cost objective are allowable where the change results in a more equitable distribution of costs and supported with applicable documentation. Such changes in allocation methodology should be rare, should receive the necessary prior approvals, and should be justified and well documented.

## III. DEVELOPMENT OF A COST ALLOCATION PLAN *(Please refer to the Example Cost Allocation Plan)*

**Step 1 - Classify Costs.** Cost classification is the process of labeling direct and shared costs relative to the cost allocation process. The two categories are pooled and non-pooled.

**Step 2 - Pooled Costs.** Cost pooling is the process of accumulating costs into pools pending allocation to benefiting programs/grants. Similar allocable costs, which may be combined to simplify the allocation process, should be pooled and distributed to specific cost objectives on an allowable basis.

In cost pooling, the time and expense to isolate a cost and allocate by usage may outweigh the benefits derived from the process, e.g., telephone charges. In this case the cost should be combined and allocated with other costs in a consolidated larger pool.

### **Types of Cost Pools:**

- ❖ **Facility Cost Pools** - A cost pool may be broad enough to benefit all co-located programs and integrated services. An example would be a pool where utilities, maintenance, phone and other facility overhead costs would be recorded.
- ❖ **Categorical Cost Pools** - Some cost pools may contain only specific costs (telephone line charges) or type of costs (copier maintenance agreements, copy paper, toner, copier repair) because the benefits from the costs require a special allocation method due to unequal use or benefit across programs or cost centers. Examples may be computer information sharing, copier costs, space or telephone.
- ❖ **Organizational Cost Pools** - Some expenditures may benefit only parts of a grant. Examples are one integrated service area cost center as a pool for all the programs in that cost center or a pool for a sub-set of the programs within the integrated service area centers.

**Step 3 – Allocation.** To determine the allocation method, you must first understand the nature of the costs and how the benefits will be received. There are four major requirements for a cost to be allocable.

1. A cost is allocable to a particular cost objective if the goods and services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
2. All activities which benefit from the grant's cost will receive an appropriate allocation of that cost.
3. Any cost allocable to a particular federal award or cost objective under the principles provided for in these guidelines may not be charged to other federal awards to overcome fund deficiencies, to avoid restriction imposed by law or terms of the federal award, or for other reasons. However, this prohibition would not preclude grants from shifting costs that are allowable under two or more awards in accordance with existing program requirements.
4. Where an accumulation of shared costs will ultimately result in charges to a federal award, a cost allocation plan will be required.

**Step 4 – Select Allocation Basis.**

**Allocation Basis (Refer to Attachment A for Allowable Bases).** When costs are pooled instead of directly assigned to a final cost objective, the ability to directly assign benefit for each item of cost is lost. Instead, the pool contains a group of common costs to be allocated by using an indirect or approximate measure of benefit. The approximate measure of benefit is the allocation base. An allocation base is the method of documentation used to measure the extent of benefits received when allocating joint costs among multiple grants.

**Minimal Distortion.** The base should be distributing costs in a fair and equitable manner without distorting the results. This requires that the base be as causally related as possible to the types of costs being allocated so that benefit can be measured as accurately as possible.

**General Acceptability.** The base should be generally accepted and in accordance with GAAP. For example, it should be applied consistently over time. The base should also be drawn from the same period in which the costs to be allocated have been incurred.

**Represents Actual Costs or Effort Expended.** The base should be a measure of actual cost or actual effort expended. It should not be based solely on a plan, budget, job description, or other estimates of planned activity.

**Timely Management Control.** The base should be within management's ability to control on a timely basis. The base should produce reliable and fairly predictable results. If the base is erratic and unpredictable, beyond management's control, or not timely, it is likely to produce unacceptable results.

**Consistency with Variations in Funding.** The base must be able to accommodate and withstand changes in funding during the year and from year to year. If the base excludes factors that are affected by variations in funding, it will produce distorted results.

**Materiality of Costs Involved.** The complexity of the base should be commensurate with the materiality of the cost to be allocated. The base should be sufficiently detailed to provide the most equitable and accurate allocation possible. At the same time, the base should be simple enough to be efficient while still attaining a fair distribution of costs.

**Practicality and Cost of Using the Base.** The base should be as efficient as possible in terms of the costs or effort in developing it. Thus, wherever possible, use a database that already exists in the financial or participant record keeping and reporting systems rather than create a separate database to be used only for allocating costs. It should not be based solely on a plan, budget, job description, or other estimates of planned activity.

Cost allocation methods vary, just as cost types do. The objective of the method used is to ensure reasonableness and equity. The organization is likely to use several different bases for allocating different types of costs. Once the organization establishes a method of allocation, that method should be used consistently over time and be described in the cost allocation plan.

**Disallowed Costs.** Costs associated with fund raising activities are not to be charged to an award or cost objective. This would include a prorated share of indirect administrative costs as well. These costs should be allocated to a separate pool. Special events are another example of costs to be segregated into unique cost pools.

**Plan Amendments.** Actual costs encountered in the first three months of the fiscal year should be examined to determine whether the initial allocation methodologies still reflect a fair and equitable distribution to cost objectives. Where plans need to be amended to reflect changing conditions, adjustments to the books should be retro-active to the beginning of the period. These reviews should be done quarterly. Any changes in the methodology used to distribute costs must be approved by the awarding agency and must be recalculated from the beginning of the organization's fiscal year. Any such changes must be documented. Note: Reverting to an allocation based on reported time requires that timesheets were available at the time those costs were incurred.

**Model Cost Allocation Plan**

\_\_\_\_\_  
(Insert agency name)

Program Year \_\_\_\_\_ (insert program year)

**I. General Information**

**A. Policy**

This cost allocation plan is based on the guidelines and requirements of \_\_\_\_\_ (identify the applicable circular) regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the \_\_\_\_\_ (insert agency name). The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to \_\_\_\_\_ (identify program or program activity).

**B. Applicability**

The cost allocation plan is applicable to all grants and contracts entered into by \_\_\_\_\_ (insert agency name).

Costs associated with subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by the Department of Community and Senior Services for all subrecipients receiving Federal funds.

**II. Organizational Structure**

The \_\_\_\_\_ (insert agency name), is a \_\_\_\_\_ (nonprofit/for profit/local government) agency administering \_\_\_\_\_ (insert program activity) funded by the Department of Community and Senior Services. An organizational chart has been submitted as part of the contract.

**III. Cost Allocation Methodology Narrative**

*Please provide a narrative of the methodology used to allocate shared costs in the organization (refer to the attached suggested bases to determine the methodology that is most appropriate for costs associated with the operation of programs in your agency. Please use additional pages if necessary).*

**A. Direct Labor Costs**

*Identify those labor costs (salaries and benefits) by position that are directly assignable to the program activity for which this contract is awarded. Describe the duties of these positions. Supporting documentation (i.e. time sheets) must be maintained for fiscal monitoring.*

**B. Other Direct Costs**

*Identify those direct operating costs (space, utilities, equipment, etc.) that are directly assignable to the program activity for which this contract is awarded. Supporting documentation (i.e. leases, purchase orders, etc.) must be maintained for fiscal monitoring.*

**C. Indirect or Allocated Labor Costs – Attachment A**

*Identify those indirect or shared labor costs (salaries and benefits) by position that are allocated to the program activity for which this contract is awarded. Complete the attached worksheet (Attachment A) for all positions allocated:*

- 1. Identify the position*
- 2. Identify the pool to which it is charged*
- 3. Indicate the sources of funds that will pay for that position*
- 4. Identify the method used to allocate the cost*

*Supporting documentation (time sheets, worksheets) must be maintained for fiscal monitoring*

**D. Indirect or Allocated Operating Costs – Attachment B**

*Identify those indirect or shared labor costs (salaries and benefits) by position that are allocated to the program activity for which this contract is awarded. Complete the attached worksheet (Attachment B) for all positions allocated:*

- 1. Identify the item of cost*
- 2. Identify the pool to which it is charged*
- 3. Indicate the sources of funds that will pay for that position*
- 4. Identify the method used to allocate the cost*

*Supporting documentation (worksheets) must be maintained for fiscal monitoring*

**IV. Cost Allocation Plan Certification**

This is to attest that I have reviewed this Cost Allocation Plan and to the best of my knowledge:

*All costs included in this proposal are properly allocable to all awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as allocated or indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently throughout the Cost Allocation Plan.*

*This plan will not be amended without prior approval from the Department of Senior and Community Services.*

I attest that the foregoing is true and correct.

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FOR OFFICIAL CSS USE ONLY**

This Cost Allocation Plan has been accepted based on a review of the foregoing information. **Acceptance does not mean approval. Verification of the foregoing information will be performed during fiscal monitoring.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agency Name: \_\_\_\_\_

ATTACHMENT A

Allocated or Indirect Labor Cost Pool (Includes Benefits)				
Position	Total Salary	Cost Pool	Funding Sources	Method of Allocation
(EXAMPLES)				
Case Manager	\$50,000	Case Mgt. Pool	WIA Adult, DW, DV, AAA, CalWorks	Time Reporting
Director	\$75,000	Admin Pool	WIA Adult, DW, DV, AAA, CalWorks, Urban Renewal	Direct Program Salaries

Agency Name: \_\_\_\_\_

[illegible]

**COMMUNITY AND SENIOR SERVICES  
AREA AGENCY ON AGING (AAA)  
JOINT REVENUE DISCLOSURE**

Contract No.: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

List all revenue coming to Contractor (include foundation grants and donations)

			Grant Period	
	Revenue Source (Agency or Org Name/Contact Name/Phone Number)	Dollar Amount	Begin	End
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
TOTAL		\$ -		

**Exhibit E, Attachment XIII**

**AGREEMENT  
CONTRACTOR'S OBLIGATIONS AS A  
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
AND THE HEALTH CARE INFORMATION TECHNOLOGY  
FOR ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information.** Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### **2.2 Prohibited Uses and Disclosures of Protected Health Information.** Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of

Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business

Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

**2.5 Mitigation of Harmful Effect.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

**2.6 Breach Notification.** Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected

Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
  - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health

and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information

from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

## FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS

### I. FIXED ASSETS/PURCHASES

Fixed assets: equipment with a value  $\geq$  \$1,000.

Non-fixed assets: equipment with a value  $<$  \$1,000, but  $\geq$  \$500.

#### A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the contract. All contractors must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the County has established procurement guidelines that the Contractor must adhere to.
  - i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the County. **No** equipment with a value over \$1,000 may be purchased without prior approval from the County and, as mandated by State regulations and guidelines, the County must receive prior approval from the funding source.
  - ii. The contractor must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this contract.
  - iii. All equipment purchased with program funds and provided to the Contractor must be used for the benefit of the program for which it was purchased and funded by.

#### Title

1. All equipment purchased in excess of \$500 will remain the property of the County until such time as the County approves final disposition of the equipment.
2. At all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

## II. INVENTORY REQUIREMENTS

### A. Equipment/Inventory Tracking

1. The County requires an updated list of all contractors' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. Contractors are to conduct a **physical inventory** of property and equipment and reconcile the results with the property records annually or as requested by CSS. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF \$500**. Since Federal and State funding sources mandate all furniture, property, and equipment must be reported **AND** properly identified (tagged with County property program identification tags), your agency must complete and submit an Inventory Control Form that allows the inclusion of all required information. If your agency requires property program identification tags and/or Inventory Control Form, contact your County Analyst.
2. Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.

3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. If no furniture, property, or equipment has been purchased in excess of \$500 for the program year, **a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s).** All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment. **Use a separate Inventory Control Form** for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation **must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.**

### **III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES**

- A. Federal and State regulations allow salvage and/or surplus items of equipment that are less than \$5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:
  1. Contractors are required to obtain prior approval from Los Angeles County for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or County funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);
  2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or contractor agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the new program and a Inventory Control Form submitted which include old and new tag identification numbers;
  3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income must be obtained from CSS in accordance with contract terms;

## Exhibit E, Attachment XIV

4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;
5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of five years;
6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other County departments and the donation does not create a conflict of interest for Los Angeles County or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency, and agency adult and/or youth participants, etc. **Agencies must obtain approval from the County to donate salvage equipment. Contractors must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the County within two weeks of the donation.** It is recommended that agencies obtain a liability waiver for donated items;
7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,
8. All inventory records (including purchase orders) must be retained for a minimum of five years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of five years.

## Exhibit E, Attachment XV

**AGENCY NAME:**

**ADDRESS:**

**COMPLETED BY:**

**TITLE:**

**PHONE NO:**

STREET ADDRESS

CA

CITY

ZIP

**PROGRAM YEAR(S):**

[illegible]

*V = Very Good	G=Good	F=Fair	S=Salvage	D=Disposed of
----------------	--------	--------	-----------	---------------

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of our contract and are in compliance with local, State, and federal regulations.

Signature of Authorized Rep.

Title

Date \_\_\_\_\_

## DEFINITIONS

**Activities of Daily Living (ADLs)** - Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

**Administration on Aging** - The Administration on Aging (AoA), an agency in the U.S. Department of Health and Human Services is the official Federal agency dedicated to policy development, planning and the delivery of supportive home and community-based services to older persons and their caregivers. The AoA administers the Older Americans Act and works through the national aging network of State Units on Aging, Area Agencies on Aging, Tribal and Native organizations representing 300 American Indian and Alaska Native Tribal organizations, and two organizations serving Native Hawaiians, plus thousands of service providers, adult care centers, caregivers, and volunteers.

**Adult Day Care** – Community-based centers that provide non-medical care to Clients requiring a variety of social, psychosocial, and related support services. This includes adults in need of personal care services, supervision, or other assistance for daily living.

**Alzheimer's Disease** - An irreversible, progressive brain disease that slowly impairs memory and thinking skills.

**Alzheimer's Day Care Resource Center** – Community-based centers that provide day care for Clients that have moderate to severe stages of Alzheimer's Disease or other related disorders.

**Area Agency on Aging** - Under the Older Americans Act, the Administration on Aging distributes funds for various aging programs through state agencies on aging with in turn fund local area agencies on aging. Area Agencies on Aging address the concerns of older Americans at the local level. They play an important role in identifying community and social service needs and assuring that social and nutritional supports are made available to older people in communities where they live. In most cases, Area Agencies on Aging do not provide direct services. Instead, they subcontract with other organizations to facilitate the provision of a full range of services for older people.

**Assessment** – A comprehensive and functionally oriented evaluation of the potential client's situation and needs.

**Care Plan** – A written agreement between the Client and Contractor that addresses the Client's needs and problems and incorporates the Services needed to enhance the Client's current support system.

**California Department of Aging (CDA)** - The CDA administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. The Department administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program. The CDA contracts with the network of Area Agencies on Aging, who directly manage services that help older adults.

## DEFINITIONS

**Dementia** - Significant loss of intellectual abilities, such as memory capacity, severe enough to interfere with daily living.

**Disability** – A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

**Elder Abuse** - Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

**Focal Point** – A focal point is an agency in the community, especially multipurpose senior centers, that has a proven record of providing comprehensive services to older adults.

**Frail** – An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

**Functionally impaired** - A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);
- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

**Greatest economic need** - The need resulting from an income level at or below the poverty line.

**Greatest social need** - The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of

## DEFINITIONS

an individual to perform daily tasks or threatens the capacity of the individual to live independently.

**Instrumental Activities of Daily Living (IADLs)** - Activities important for daily life, involving cognitive and physical ability. These include: light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

**Minority Status** – For purposes of this RFP/Contract, Minority status for older persons are limited to the following designations:

- *African American, Not of Hispanic Origin* -- A person having origins in any of the black racial groups of Africa.
- *Hispanic Origin* -- A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- *American Indian or Alaskan Native* -- A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- *Asian American/Pacific Islander* -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, Samoa and the Hawaiian Islands.

**Older Adult Advisory Commission (OAAC)** - The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals

**Older Adult / Individual** - An individual who is 60 years of age or older.

**Outcome Measures** – Outcome measures are results oriented and look at whether the program has been effective in achieving its goals.

**Outreach** - A contact initiated by the Contractor for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

**Poverty** -- Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (42 U.S.C. 9902 (2)).

**Program Income** -- Gross income received by the grantee or subgrantee directly generated by the grant supported activity, or earned only as a result of the grant agreement during the grant period. *[Note: this is the same definition of program income as used in 45 CFR Part 92-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.]*

## DEFINITIONS

**Rural** - Beginning with FY97, the AoA is introducing a standard definition for rural for purposes of SPR reporting. A rural area is: any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

**Senior Centers** - A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

**Service Delivery** - Includes those activities associated with the direct provision of a service which meets the needs of an individual older person and/or caregiver.

**Unduplicated Clients** - Any client who has never been previously registered as a client for the service, either in the current fiscal year or a prior fiscal year by any provider funded with Older Americans Act funds.

**Volunteer** – An individual who provides services without pay, but may receive reimbursement for expenses.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

<b>Reporting Legal Service Provider Name</b>		<b>Legal Provider County(ies) Served</b>
<b>Quarterly Reporting Period</b>	<b>Date Submitted to AAA</b>	<b>Legal Provider Contact Name</b>
<b>Legal Provider Contact Telephone</b>		<b>Legal Provider Contact E-mail</b>

<b>Reporting Area Agency on Aging* (AAA) Name</b>		<b>AAA Person Name Reviewing Report</b>	
Community and Senior Services			
<b>PSA* / AAA Number</b>	<b>Date Submitted to CDA</b>	<b>AAA Contact Telephone</b>	<b>AAA Contact E-mail</b>
19			

<b>Total Unduplicated* Client Count for Quarter</b>	
<b>Total Cases Closed in Quarter</b>	
<b>Total Units of Service* for Quarter (Unit = 1 Hour)</b>	

CLIENT CHARACTERISTICS FOR UNDUPLICATED* CLIENTS IN CASES OPENED THIS QUARTER	
<b>CLIENT AGE</b>	<b>Total</b>
◆ 60-64	
◆ 65-74	
◆ 75-84	
◆ 85+	
◆ Client Declined to Provide Information*	
<b>TOTAL (= Unduplicated* Client Total for Quarter)</b>	
<b>CLIENT GENDER</b>	<b>Total</b>
◆ Male	
◆ Female	
<b>TOTAL (=Unduplicated* Client Total for Quarter)</b>	
<b>OTHER CLIENT CHARACTERISTICS</b>	<b>Total</b>
◆ Frail/Disabled*	
◆ Homebound*	
◆ Lives Alone	
◆ Institutionalized*	
◆ Suspected Victim of Elder Abuse/Exploitation*	
◆ Limited English	
◆ Rural*	
◆ Greatest Economic Need* (Minority)*	
◆ Greatest Economic Need* (Non-Minority)*	
◆ Greatest Economic Need* (Minority Status Unknown)	
<b>CLIENT ETHNICITY*</b>	<b>Total</b>
◆ Hispanic / Latino* (This is a separate category from Race)	
<b>TOTAL (=Unduplicated* Client Total for Quarter)</b>	

CLIENT RACE* (Each Unduplicated Client is to be reported in <u>only one</u> race category)	Total
◆ Two or More Races*	
◆ Caucasian*	
◆ African American*	
◆ Native American / Native Alaskan*	
◆ Asian/Pacific Islander* (breakdown is to comply with California Government Code 8310.5)	
◆ Asian Indian	
◆ Cambodian	
◆ Chinese	
◆ Filipino	
◆ Japanese	
◆ Korean	
◆ Laotian	
◆ Vietnamese	
◆ Guamanian	
◆ Hawaiian	
◆ Samoan	
◆ Other Asian / Pacific Islander	
◆ Race Unknown/Some Other Race*	
◆ Client Declined to Provide Information*	
<b>TOTAL (=Unduplicated* Client Total for Quarter)</b>	

**CASE INFORMATION** *(Include All Cases Regardless of Whether Clients are Duplicated or Unduplicated)*

**CASES OPENED IN QUARTER**  
(Total Cases Opened by Legal Problem Code)

LEGAL PROBLEM CODE	TOTAL
<b>A. CONSUMER / FINANCE</b>	
A1. Bankruptcy / Debt Collection ❖	
A2. Contracts / Warranties ❖	
A3. Other Consumer/Finance ❖	
<b>B. EMPLOYMENT</b>	
B1. Discrimination ❖	
B2. Other Employment ❖	
<b>C. FAMILY</b>	
C1. Divorce/Custody/Visitation/Support/ Grandparents Rights ❖	
C2. Conservatorship ❖	
C3. Other Family ❖	
<b>D. HEALTH/COMMUNITY BASED CARE</b>	
D1. Medi-Cal / Medicaid ❖	
D2. Medicare ❖	
D3. Other Health / Community Based Care ❖	
<b>E. HOUSING</b>	
E1. Landlord-Tenant (Subsidized or Private Housing) ❖	
E2. Real Property: Home loans / Foreclosure / Reverse Mortgages ❖	
E3. Other Housing ❖	
<b>F. INCOME MAINTAINANCE</b>	
F1. Social Security ❖	
F2. Supplemental Security Income (SSI) ❖	
F3. Pensions / Retiree Benefits ❖	
F4. Other Income Maintenance ❖	
<b>G. INDIVIDUAL RIGHTS</b>	
G1. Immigration / Naturalization ❖	
G2. Elder Abuse / Neglect/ Exploitation ❖	
G3. Other Individual Rights ❖	
<b>H. MISCELLANEOUS</b>	
H1. Estate Planning/ Wills / Trusts ❖	
H2. Advance Health Care Directives (AHCD) ❖	
H3. Financial Powers of Attorney ❖	
H4. Other Miscellaneous ❖	
<b>TOTAL CASES OPENED IN QUARTER</b>	

**CASES CLOSED IN QUARTER**  
(Total Cases Closed by Case Closing Code & Legal Problem Code)

**CASE CLOSING CODES – LEVEL OF SERVICE**  
(Report **only one** code per case closed)

[illegible]

### TOTAL CASES CLOSED IN QUARTER BY CASE CLOSED CODE

TOTAL COUNSEL AND ADVICE▲	TOTAL LIMITED ADD. SERVICES▲	TOTAL LEGAL REPRESENTATION▲

**TOTAL ESTIMATED CASE WORK HOURS SPENT (Include preparation time)**

- **NOTE:** Terms marked with a broken diamond (❖) are defined in the Legal Problem Code Definitions (Part Four B) section of the Report Instructions.
  - **NOTE:** Terms marked with the raised triangle (▲) are defined in the Case Closing Code / Level of Service Definitions section (Part Four C) of Report Instructions

# **OUTREACH / COMMUNITY EDUCATION ACTIVITIES DATA**

*(Attach Sheets as Needed)*

## **INFORMATION ON SPECIAL OUTREACH ACTIVITIES**

DATE	LOCATION (If Applicable)	TYPE OF OUTREACH ACTIVITY	GROUPS TARGETED BY OUTREACH	EST # OF PEOPLE REACHED	EST. HOURS (Including Prep, Travel, Presenting)
<b>TOTAL # OF SPECIAL OUTREACH ACTIVITIES IN THE QUARTER =</b>					
<b>TOTAL ESTIMATED # OF SPECIAL OUTREACH ACTIVITY HOURS IN THE QUARTER =</b>					

## **INFORMATION ON COMMUNITY LEGAL EDUCATION PROGRAMS / ACTIVITIES**

DATE	LOCATION (If Applicable)	TOPIC	TARGETED AUDIENCE	EST # OF PARTICIPANTS	EST. HOURS (Including Prep, Travel, Presenting)
<b>TOTAL # OF COMMUNITY LEGAL EDUCATION PROGRAMS IN THE QUARTER =</b>					
<b>TOTAL ESTIMATED # OF COMMUNITY LEGAL EDUCATION HOURS IN THE QUARTER =</b>					

## OPTIONAL NARRATIVES

(Use additional paper if needed)

### OPTIONAL SUCCESS STORY(IES) / CASE SUMMARY(IES)

Provide Brief Narrative(s) of Notable Case(s) and/or Achievement(s).

**\*Remember to EXCLUDE any client identifying information.**

### OPTIONAL INFORMATION ON COLLABORATION WITH OTHER ADVOCACY GROUPS

Briefly describe activities relating to your partnerships, collaboration and networking with other elder rights advocacy groups (e.g., LTC, Ombudsman, HICAP, APS, AAA, or Other State Organizations).